

AGREEMENT FOR
MOBILE CRISIS BEHAVIORAL HEALTH SERVICES

This is an agreement made as of _____, 2023, between Center for Human Development, Incorporated, (“CHD”), with an address of 332 Birnie Avenue, Springfield, Massachusetts 01107 and the Towns of South Hadley, Granby, and Belchertown, Massachusetts by and through the South Hadley Police Department (“SHPD”), a public body and corporate (“SHPD”) with an address of 116 Main Street, South Hadley, Massachusetts 01075.

BACKGROUND

Whereas, CHD is a provider of behavioral health services, including but not limited to operation of a Community Behavioral Health Center (“CBHC”) that offers mobile behavioral health crisis services;

Whereas, CHD seeks to provide behavioral health co-response and care coordination to law enforcement responding to 911 calls as part of CHD’s mission to de-escalate behavioral health crises, assist in diversion of persons in crisis from incarceration and reduce the need for emergency department care by providing crisis services in the community;

Whereas, SHPD seeks to improve its ability to address behavioral health crises to which it responds by utilizing the expertise of trained clinicians for de-escalating persons who are in crisis;

Whereas, the Town of South Hadley by and through the SHPD has received a grant from the Department of Mental Health to improve diversion of persons with behavioral health issues from incarceration into programs that will facilitate the treatment of their behavior health issues;

Whereas, the police departments for the Towns of Granby and Belchertown are participants in the jail diversion grant;

Whereas, the SHPD administers the grant on behalf of the Belchertown Police Department (BPD) and the Granby Police Department (GPD);

Now, therefore, for good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Services Provided. CHD will provide to the SHPD, BPD and GPD one full time equivalent (40 hours per week) behavioral health clinician for co-response on 911 and other police calls for assistance. The clinician provided will have a master’s degree in social work or its educational equivalent. The clinician will be located on site at 41 Bridge Street, South Hadley, Massachusetts; 259a E State Street, Granby; and 70 State Street, Belchertown throughout the course of each week, per the scheduling needs of each respective department. Each police department will provide office or administrative space and support for the clinician on site. The clinician’s services will be delivered in the community as a co-responder with the police departments to 911 and other calls for assistance, including riding with officers in their vehicles to respond to calls. When the officers and the clinician arrive on site, officers are responsible for maintaining security on the scene

and the clinician is responsible for providing behavioral health services to the persons in crisis.

2. Fee for Services. The fee for the services CHD will provide to police departments is Seventy Nine Thousand and 00/100 Dollars (\$79,000.00) for FY24. CHD will bill SHPD (as grant administrator) quarterly and the SHPD will pay within thirty days of receiving an invoice for services. The fee may be reviewed and adjusted annually by CHD.

3. Clinician Employed Solely by CHD. The clinician will at all times remain solely an employee of CHD. He/she/they will be supervised clinically by CHD and CHD is responsible for providing professional liability insurance for any acts of professional negligence. Any injuries sustained by the clinician while providing services to SHPD, GPD, or BPD will be covered by CHD's policy of worker's compensation insurance. No partnership or joint venture is created by this agreement. The clinician is responsible for completing any data entry and documentation required by the Department of Mental Health or CHD, including but not limited to documenting services provided in CHD's electronic health record.

4. Follow up care and care coordination. After co-responder services are provided on site, when clinically appropriate, persons in crisis may be admitted to CHD's CBHC facility at 1109 Granby Road, Chicopee, Massachusetts. CHD will obtain consents and releases from the persons served, provide nursing assessments and treatment recommendations and will be responsible for coordinating care as necessary.

5. Safety equipment. SHPD will order, fit and pay for a bullet proof vest for the clinician and any other equipment necessary for the on site safety of CHD personnel.

6. Response Management. CHD and all the police departments will collaborate regarding policies, procedures and protocols regarding response to behavioral health related calls and will provide cross-training of each other's staff as required. The police departments will participate in care coordination for persons served and in regular case review and coordination meetings, weekly or more frequently as needed. Any issues that arise regarding co-response, work flows, referrals or other matters regarding services CHD will provide under this agreement shall be addressed in a meeting attended by the Vice President of Clinical Services for CHD, the Program Director of CBHC, and the captain of the SHPD or his/her/their designee.

7. Miscellaneous.

(a) The police departments agree they will not solicit employment of any employees of CHD furnished under this agreement.

(b) This agreement is not assignable by either party.

(c) This agreement is a Massachusetts contract and shall be construed according to Massachusetts law without giving effect to the rule governing choice of law.

(d) This agreement is subject to appropriation by the Towns of South Hadley, Granby, and Belchertown.

CENTER FOR HUMAN
DEVELOPMENT, INCORPORATED

By: _____
Its

TOWN OF SOUTH HADLEY

By: _____
Its