



MEMORANDUM

To: Mayor and City Council
From: Billy Grogan, Chief of Police
Date: May 23, 2022

Subject: Approval of a Contract with View Point Health to Provide a Licensed Behavioral Health Clinician for the Dunwoody Police Department

ACTION

Authorize the mayor, city manager, or designee to sign the contract with View Point Health for a Licensed Behavioral Health Clinician for the Dunwoody Police Department.

BACKGROUND/SUMMARY

The Dunwoody Police Department routinely responds to people contemplating suicide, victims of an overdose of drugs, those mired in homelessness, or otherwise experiencing a mental health crisis.

Because of the prevalence of these calls, the department has emphasized training that equips officers to handle these types of calls better. Almost 50% of officers have attended the 40-hour Crisis Intervention Training, and close to 100% of officers have taken the 8-hour Mental First Aid class. Yet more is needed.

By some estimates, 25% of people shot and killed by police officers across the United States suffer from acute mental illness at the time of their death.

Over the last several years, many police departments have initiated a Co-Responder Program where a mental health professional responds with police officers to certain types of calls where they are needed. The Gainesville, Brookhaven, Alpharetta, Cobb County, DeKalb County Police Departments, and many others, have instituted a similar program at their agency, and many others are doing so now.



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The staff has explored hiring a mental health professional as an employee or contracting with a company to provide that employee. However, at this time, staff believes the contract model would be the most appropriate path forward.

Highlights of the contract with View Point Health include providing a Licensed Behavioral Health Clinician onsite 40 hours a week at the police department. In addition, officers will have access to an on-call clinician 24/7, and that clinician will respond if needed.

The clinician can sign commitment papers if needed. One of the primary jobs of the clinician will be case management follow-up to help those being served get the services they need, so they do not end up requiring a future police response.

RECOMMENDATION

Staff recommends the City Council approve the contract with View Point Health to provide a Licensed Behavioral Health Clinician for the Dunwoody Police Department and authorize the mayor, city manager, or designee to sign it. This contract is subject to final legal review by our City Attorney.

Behavioral Health
Clinician Co-Responder
Contract for Services



BETWEEN:

City of Dunwoody

Dunwoody, GA

View Point Health

175 Gwinnett Dr., Suite 365

Lawrenceville, GA 30046

These parties enter into this Contract for Service (“Contract”) regarding Behavioral Health services provided by View Point Health (VPH) effective start date on or around July 1, 2022. This Contract shall remain in effect for one (1) year and renews annually unless either Party gives the other party 30-days written notice of its intent to cancel for any reason.

- A. Purpose. The City of Dunwoody and View Point Health (also called the “Parties”) establish an understanding whereby a licensed behavioral health clinician will be assigned to the Dunwoody Police Department to provide mental health services through a Police-Mental Health Collaboration (PMHC) to implement a co-responder program. A PMHC is defined as a collaborative partnership with law enforcement agencies, mental health providers, and other community-based entities. PMHC programs are producing better outcomes for consumers, officers, and agencies.
- B. Duties, Term, and Compensation. View Point Health (VPH) shall provide the Dunwoody Police Department with fulltime licensed behavioral health clinician(s) to conduct behavioral health evaluations and crisis intervention services to individuals identified by the Dunwoody 911 Communications Center and/or officers of the Dunwoody Police Department. The City of Dunwoody will pay VPH the proposed annual amount not to exceed \$89,992 for one (1) fulltime, fully licensed clinician, billable to the City of Dunwoody on a monthly basis. Personnel costs incurred include salary and benefits, safety equipment, Telecommunications, and on call coverage. As the need arises and is mutually agreed upon, additional licensed clinicians may be added at the same rate. If a clinician is not available during any given month on a full-time basis, the monthly charge shall be adjusted accordingly.
- C. Program Description. The City of Dunwoody Police Department desires to implement a Police-Mental Health Collaboration (PMHC) co-responder program to supplement and enhance its current Crisis Intervention Team (CIT) service delivery model for mental health crisis response. The PMHC would establish a full scope of behavioral health services to individuals considered to have behavioral and emotional challenges or drug

dependency issues in order to eliminate or limit the need for police officers to respond to those in a mental health crisis and further to establish access to a Mobile Crisis Response Team and to provide a Case Management Team for identified individuals. As the public community behavioral health provider, VPH desires to provide these services to the City of Dunwoody Police Department through a recognized co-responder model. Behavioral Health Services are defined as comprehensive behavioral health assessments, individual and group counseling, linkage to community resources, and other “as needed” behavioral health services.

D. Responsibilities of View Point Health:

1. VPH will provide the Dunwoody Police Department with a fulltime behavioral health clinician. The City of Dunwoody may request a change in the clinician at any time and for any reason.
2. The behavioral health clinician will be physically in the office 40 hours a week during the agreed-upon hours by VPH and the Dunwoody Police Department. The clinician will be called upon to sign Form 1013, which is a Certificate Authorizing Transport to Emergency Receiving Facility when appropriate.
3. VPH will provide a behavioral health clinician that will be available for emergency call out after hours during the week and on weekends and holidays at no additional cost. Also, one of the duties of the clinician is to respond to calls for service as needed and required.
4. Within 90 days, VPH will perform an initial comprehensive assessment, develop a service/response plan, and present its findings and recommendations to the Dunwoody Police Department to further develop and enhance the PMHC co-responder program.
5. VPH assigned staff will serve as a liaison to and collaborate with external organizations and agencies to further the efforts of the Dunwoody Police Department PMHC.
6. VPH will provide individual and/or group therapy sessions at VPH facilities or in the individual’s residence when appropriate.
7. VPH will maintain all counseling documentation in a HIPAA-compliant electronic health record management system.
8. VPH will use its own equipment (e.g., computer, internet access, vehicle, and cellular telephone) to provide all services.
9. VPH will obtain and maintain all Releases of Information before starting treatment and therapy sessions.
10. VPH, through its clinicians with authorized Releases of Information, will coordinate with designated Dunwoody Police personnel on a monthly basis regarding co-responder status, therapeutic progress and/or additional challenges.

11. VPH staff will work with Dunwoody Police Department personnel on a mental health alert process for data sharing of information for the protection and health of individuals in which police may respond or have contact. Such a process will be consistent and compliant with all federal and state laws relating to privacy.
12. VPH will provide and supervise all clinicians. All clinicians shall be employees or contractors on VPH and under no circumstances shall the clinicians be held out as or otherwise deemed to be employees of the City of Dunwoody.
13. VPH and assigned Dunwoody Police personnel will discuss to determine whether a higher level of service is indicated and necessary such as further assessment or review at the View Point temporary observation unit or admission to the Crisis Stabilization Unit.
14. VPH is responsible for all salaries and fringe benefits associated with its clinicians.
15. VPH clinicians will abide by all applicable City of Dunwoody policies and procedures, as well as those of the Dunwoody Police Department.
16. VPH clinicians shall be required to undergo a full background check, including submission to a criminal history background check.
17. VPH clinicians shall be required to undergo any designated training and certification to access restricted criminal history information, as applicable.
18. VPH shall be responsible for aftercare planning and services for as long as one year after the date of this Contract, including Relapse Prevention Planning, self-help, participation in peer-group therapy, and screening of participants in identified programs.
19. VPH will provide all necessary personal protective equipment (e.g.; masks, face shields, gloves, etc.) as needed by its clinicians to safely interact with in-crisis individuals or to conduct therapy sessions.
20. VPH agrees to protect, defend, hold harmless, and indemnify the City of Dunwoody (its officers, agents, employees, elected officials, appointed officials, etc.) from and against any and all liability, damages, claims, suits, liens, expenses, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligence, recklessness, intentionally wrongful conduct, or errors or omissions of VPH or persons employed or utilized by VPH in the performance of the Contract.

VPH further agrees to protect, defend, indemnify, and hold harmless the City of Dunwoody (its officers, agents, employees, elected officials, appointed officials) from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of VPH.
21. VPH will provide and maintain an active certificate(s) of insurance listing the City of Dunwoody as an additional insured for general liability coverage and for automobile

liability coverage. VPH will attach certificates to the signed contract document when transmitted to the City for execution and City shall accept in writing or advise of deficiencies. These certificates shall contain the statement that "Coverage afforded under the policies will not be canceled (except due to non-payment of premium) unless at least thirty (30) days prior to cancellation written notice has been given to the City. VPH shall not commence work under this contract until all insurance described herein has been obtained and the City has approved such insurance.

VPH will procure and maintain the following insurance coverages:

Workers' Compensation-VPH will procure and maintain during the life of the contract, Statutory Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees to be engaged in work under this contract, and in case any such work is sublet, VPH shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employers' Liability Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by VPH's Workers' Compensation Insurance and Employers' Liability Insurance.

Comprehensive General Liability-VPH will procure and maintain during the life of this contract, such Comprehensive General Liability Insurance as shall protect it and any subcontractor performing work covered by the contract from claims for damages for Bodily Injury, including accidental death, as well as from claims for property damages, which arise from operations under the contract, whether such operations are by VPH or by any subcontractor or by anyone directly employed by either of them as well as products/completed operations coverage to protect the work being performed and completed by VPH and its subcontractors. The amount of insurance shall not be less than the following:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Limit
- \$1,000,000 Each Occurrence Limit

Professional Liability-VPH will procure and maintain during the life of this contract, such Professional Liability Insurance in amounts not less than the following:

- \$1,000,000 Each Claim
- \$2,000,000 Annual Aggregate

Automobile Liability-VPH will procure and maintain during the life of this contract, Comprehensive Automobile Liability Insurance in amounts not less than the following:

- \$1,000,000 Bodily Injury or death to any one person
- \$1,000,000 Bodily Injury, each occurrence
- \$1,000,000 Property Damage, each occurrence

The insurance shall include coverage for owned, non-owned and hired vehicles used in the performance of this contract.

22. VPH will not discriminate against any employee or applicant for employment regardless of actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran/military status. VPH will take affirmative action to ensure that applicants are employed, and that employees are treated during employment regardless of actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran/military status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; and, participation in recreational and educational activities.

E. Responsibilities of the Dunwoody Police Department:

1. The Dunwoody Police Department will identify individuals who might benefit from behavioral health services and support.
2. The Dunwoody Police Department will identify “high utilizers” and/or “complex care clients” for the assignment for VPH services.
3. The Dunwoody Police Department will make referrals to VPH for it to provide clinical services.
4. The Dunwoody Police Department will provide office space for the VPH behavioral health clinician and designate a space within the police department for clinicians to meet with individuals when needed.
5. The Dunwoody Police Department will maintain no therapeutic records of individuals enrolled in VPH services, nor will any member of the Dunwoody Police Department access medical records not consistent with public safety objectives pursuant to federal or state laws.

If the Dunwoody Police Department determines that a clinician is not following policies and procedures or is not fit to provide appropriate and adequate behavior health services as part of this contract, the Dunwoody Police representative will inform VPH immediately and the VPH clinician will no longer provide program services.

VPH and the Dunwoody Police Department agree that their designated representatives will meet monthly to evaluate the program’s progress. Issues that hinder progress will be addressed in a timely and collaborative manner. A monthly report will be provided by VPH on PMHC’s activity.

- F. Terms of Contract. The terms of this Contract are subject to change as additional terms may be added and existing terms may be altered or deleted, but any such changes shall be by written agreement and signed by both parties. The basic terms are:

1. Neither Party is prohibited from entering into negotiations with other third parties regarding the subject of this document.
2. Confidentiality. Both Parties acknowledge that during the period of collaboration each will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by the other Party and/or used by the other Party in operating its business including, without limitation, the Party's business and product processes, methods, customer lists, accounts, and procedures. If the information is not subject to the Open Records Act of Georgia, both Parties agree not to disclose the foregoing, directly or indirectly, or use them either during the term of this Contract or thereafter, except as required during this collaboration.
3. Termination. Either Party to this Contract may terminate this Contract at any time by thirty (30) days written notice to the Chief Executive Officer of VPH or the City Manager of the City of Dunwoody.
4. Choice of Law. The laws of the State of Georgia shall govern the validity of this Contract, constructing its terms and interpreting the rights and duties of the Parties.
5. Waiver. The waiver by one Party of breach of any provision of this Contract by the other shall not operate to be construed as a continuing waiver.
6. Assignment. The Parties to this Contract shall not assign their rights under this Contract, or delegate the performance of its duties without the prior written consent of the other Party to this Contract.
7. Notices. Any notices, demands, or other communications required or desired to be given by any party shall be in writing and shall be deemed received by the other Party if personally served on a member of its Administration, or if deposited in the United States mail, certified or registered, directed to the City Manager of the City of Dunwoody or VPH's CEO, postage prepaid, return receipt requested.
8. Modification or Amendment. No amendment, change or modification of this Contract shall be valid unless in writing and signed by the Parties.
9. Service Delivery Notice. Services are primarily funded by the City of Dunwoody co-responder program and will cease to be provided if funding is no longer available.



View Point Health
Jennifer S. Hibbard
Chief Executive Officer

Eric Linton
City Manager
City of Dunwoody