



MEMORANDUM

To: Mayor and City Council

From: Mike Carlson, Deputy Chief

Date: March 27, 2023

Subject: Approval of a Contract with the DeKalb Community Service Board 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 the DeKalb Community Service Board for a Licensed Behavioral Health Clinician for the Dunwoody Police Department.

BACKGROUND/SUMMARY

In May 2022, the City Council approved a contract with View Point Health to provide a licensed behavioral health clinician for the Dunwoody Police Department. On November 16, 2022, we received a notice from View Point Health that they were terminating our contract. The primary reason given for this cancellation was the passage of SB403, which identifies the local CSB as responsible for providing Co-Responder services. DeKalb CSB is our local service board.

The services provided by the licensed behavioral health clinician for our department proved to be much needed. Our officers benefited from the expertise and help of the clinician, while the community benefited from the services provided by the clinician.

The DeKalb CSB has provided the attached contract and scope of services. The clinician will be shared between the Dunwoody and Doraville Police Departments. The DeKalb CSB is contributing \$33,400 toward the cost the first year and \$16,600 the second year. The sharing cost for each City is based on population. The City of Dunwoody's cost for the first year is \$81,020.12, which represents 83% of the cost. The City of Doraville's cost for the first year is \$16,653.00, which represents 17% of the cost.



4800 Ashford Dunwoody Road
 Dunwoody, Georgia 30338
 dunwoodyga.gov | 678.382.6700

Actual costs will not be incurred until the clinician is hired by the DeKalb CSB and begins work.

The agreement does contain a payment calculation that will adjust future payments every six months based on the overall call volume and referral utilization numbers of the clinician in each City.

RECOMMENDATION

Staff recommends that the City Council approve the contract with the DeKalb CSB 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 has been reviewed by our City Attorney but is subject to final legal review. Funds from ARPA have previously been approved by the City Council for these services.



MEMORANDUM OF AGREEMENT

Between: City of Dunwoody and the DeKalb Community Service Board (DeKalb CSB)
 Date: March 13, 2023
 RE: Co-responder Program

THIS AGREEMENT, made by and between the City of Dunwoody and DeKalb Community Service Board (DeKalb CSB), a non-profit public agency established pursuant to O.C.G.A. § 37-2-6, organized and existing in DeKalb County, Georgia (hereinafter referred to as DeKalb CSB), shall constitute the terms and conditions under which the DeKalb CSB shall provide a full-time Licensed clinician to serve on a Co-responder team and after-hours phone clinical consultation for the City of Dunwoody law enforcement officers.

WITNESSETH: That for and consideration of the mutual covenants and agreements herein set forth, the City of Dunwoody and DeKalb CSB hereby agree as follows:

1. Term: The services to be performed under this Agreement shall begin on _____, and end on December 31, 2023. This Agreement shall terminate absolutely and without further obligation on the part of the City of Dunwoody on December 31, 2023, unless renewed by the parties..

Either party may terminate this Agreement as provided in paragraph 6. F below. If this Agreement is terminated pursuant to this paragraph, DeKalb CSB will be exclusively limited to receiving only the compensation for services satisfactorily received and performed up to and including the effective date of termination.

2. Payment: The City of Dunwoody shall pay up to the following amount to the DeKalb CSB for services performed pursuant to Co-responder Services as identified in Attachment B, which is attached hereto and incorporated by reference. The DeKalb CSB will invoice the City monthly once costs have been incurred.
3. Payment Calculation: The current payment calculation is based on population census numbers. Every 6 months, the DeKalb CSB will provide overall call volume and referral utilization numbers of the co-responder team to each City. At that time, the DeKalb CSB may adjust the payment balance % for each City based on this utilization data by providing no less than 30 days written notice. If one City terminates its agreement, the remaining City can choose in writing to adjust the FTE hours needed, subject to a mutually agreeable written amendment hereto.
4. Payment is to be made no later than thirty (30) days after the submittal of the undisputed invoice.

Invoices must be submitted as follows:

- A. Original invoice must be submitted to:

City of Dunwoody: Finance Department
 4800 Ashford Dunwoody Road
 Dunwoody, Georgia 30338



In case of termination of this Agreement before completion of the work, DeKalb CSB will be paid only for work completed as of the date of termination as determined by the City of Dunwoody.

5. **Scope of Work:** The DeKalb CSB agrees to provide the following services to the City of Dunwoody: Co-responder Program Services, as identified in Attachment A, which is attached hereto and incorporated by reference.
6. **General Conditions.**
 - A. Shared Co-responder Program. The proposed Budget is based on the City of Dunwoody and the City of Doraville sharing the associated cost and coordination of the Co-responder team. Each City is responsible for a portion of the total cost of the co-responder team based on the City's total population percentage for the designated service area. The DeKalb CSB will monitor calls received and provide a summary report regarding the utilization of the service from each City.
 - B. Schedule and Coordination. The City of Dunwoody and the City of Doraville police Departments will co-ordinate the co-responder program between their agencies. The police department shall prove the DeKalb CSB agreed upon shift schedule for the FTE clinician to the DeKalb CSB within 30 days of the execution of this agreement.
 - C. Additional Work. If DeKalb CSB is asked by the City of Dunwoody to perform work beyond the scope of this Agreement for which payment is desired, DeKalb CSB shall notify the City of Dunwoody in writing, state that the work is considered outside the basic scope of this Agreement, give a proposed cost for the additional work, and obtain the approval in writing from the City of Dunwoody prior to performing the additional work for which DeKalb CSB is to be paid. The City of Dunwoody shall in no way be held liable for any work performed under this Article that was not first approved in writing by the City of Dunwoody.
 - D. Successors and Assigns. Neither DeKalb CSB nor the City of Dunwoody is a partner, joint venturer, agent, or servant of the other. In respect of all terms of this Agreement, DeKalb CSB and the City of Dunwoody each bind itself and its principals, agents, successors, and assigns. Except as expressly authorized herein, neither DeKalb CSB nor the City of Dunwoody may assign, license, transfer, or otherwise communicate its rights under this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers or agents of either party, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the two parties to this Agreement. No third-party beneficiary is created or intended in respect of the Agreement.
 - E. Notices. All notices required or authorized under this Agreement shall be in writing and sent by certified mail return receipt requested, overnight courier, personal delivery, email, or facsimile (if confirmed by certified mail, overnight courier, or personal delivery) to the address indicated below, or such other address as either may indicate by at least ten (10) days prior written notice to the other party. Notice will be effective on the date sent.

DeKalb CSB

City of Dunwoody



ATTN: Fabio Van Der Merwe
Chief Executive Officer
445 Winn Way
P.O. Box 1648
Decatur, GA 30030

ATTN: Eric Linton
Title: City Manager

4800 Ashford Dunwoody Rd
Dunwoody, GA 30338

With a copy to: Billy Grogan
Chief of Police
4800 Ashford Dunwoody Rd
Dunwoody, GA 30338

E. Modification. This Agreement may be modified or amended by the City of Dunwoody to reduce the scope of work or project description on thirty (30) days written notice to the DeKalb CSB.

F. Termination of Agreement. The City of Dunwoody unilaterally may terminate this Agreement, in whole or in part, for the City of Dunwoody's convenience or because of the failure of the DeKalb CSB to fulfill the obligations of this Agreement or any of them. The City of Dunwoody shall terminate by delivering to the effective date of termination. If terminated by the City of Dunwoody, the written notice shall be sent to the addresses set forth in Section E-Notices. If this Agreement is terminated, DeKalb CSB shall be paid for services rendered through the effective date of termination.

DeKalb CSB unilaterally may terminate this Agreement, in whole or in part, for DeKalb CSB convenience or because of the failure of the City of Dunwoody to fulfill the obligations of this Agreement or any of them. DeKalb CSB shall terminate by delivering to the City of Dunwoody with at least sixty (60) days written notice a Notice of Termination specifying the effective date of termination.

G. Insurance. As a public agency and instrumentality of the State of Georgia, the DeKalb CSB is insured for liability by operation of law under the Georgia Tort Claims Fund and is entitled to raise the defense of sovereign immunity to the extent authorized under Art. I, Sec. II, Para. IX of the Georgia Constitution and the Georgia Tort Claims Act (O.C.G.A. Title 50, Chapter 21, Article 2). See O.C.G.A. § 50-21-34(a); see also Youngblood v. Gwinnett Rockdale Newton Community Service Board, 273 GA 715, 545 S.E. 2d 875 (2001).

H. Georgia Law Governs. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.

I. Venue. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all actions arising under this Agreement shall be brought in the courts of DeKalb County, Georgia.

J. City of Dunwoody. The City of Dunwoody may designate a representative through whom DeKalb CSB will contact the City. In the event of such designation, said representative shall be consulted, and a written recommendation obtained before any request for extra work is presented to the City of Dunwoody. Payments to DeKalb CSB shall be made only upon itemized bills submitted to and approved by a said representative.



K. Georgia Open Records Act. Without regard to any designation made by the parties to this Agreement, all information submitted in respect of this Agreement may be deemed to be a public record subject to disclosure under Georgia Open Records Act (O.C.G.A. Title 50, Chapter 18, Article 4).

L. Sole Agreement. This Agreement constitutes the sole agreement between the parties. No representations, oral or written, not incorporated herein shall be binding on the parties. No amendment or modifications to this Agreement shall be enforceable unless approved by action of the City of Dunwoody and the DeKalb CSB.

M. Funding Clause. DeKalb CSB has been informed and understands that funding for this Agreement is provided by the City of Dunwoody and expressly agrees that the performance of this Agreement, in whole or in part, is contingent on and subject to the availability and continuation of such funding.

N. Sovereign Immunity. Notwithstanding anything herein to the contrary, the City of Dunwoody and its officers, elected officials, agents, employees, and representatives do not waive any privileges, immunities, or protections provided by law, including but not limited to sovereign immunity, and same are expressly reserved to the fullest extent permitted by Georgia law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts, each to be considered as an original, by their respective duly authorized representatives, Dunwoody, Georgia, this _____ day of _____, 20XX.

DEKALB CSB

Fabio Van Der Merwe, CHC
Chief Executive Officer

CITY OF DUNWOODY

Eric Linton
City Manager



ATTACHMENT A

CRISIS MENTAL HEALTH CLINICIAN – SCOPE OF SERVICES

Co-responder program provides crisis intervention response and follow-up for behavioral health calls as well as to provide outreach to members of community who are suspected of having mental health or substance use issues. This program includes a police officer and a licensed clinician provided by the DeKalb Community Service Board. The intent of the program is to provide a specialized response unit to respond to individuals experiencing a crisis and to engage individuals in ways that promote engagement in treatment and build partnerships between law enforcement and the community. The goals of the program are to provide crisis intervention services in the community to reduce hospitalizations, arrests, and incarceration.

Responsibilities of the DeKalb CSB:

1. The DeKalb CSB, in collaboration and approval of the City of Dunwoody and City of Doraville, will hire one (1) full-time Licensed Clinical Social Worker or Licensed Professional Counselor.
2. Provides clinical and administrative supervision for the licensed clinician.
3. Provide an Agency vehicle for transportation.
4. Provide a laptop and mobile phone.
5. Provide after-hours telephone clinical consultation service.
6. Provides screening, clinical assessment, mental status evaluation, therapeutic intervention, clinical education, and disposition with individuals and their families in the community in response to a behavioral health crisis call.
7. Evaluates an individual's safety risk to self or others and initiate 1013 or 2013 as appropriate.
8. Provides therapeutic de-escalation as needed.
9. Assists in coordination with a receiving facility when it is determined that the individual needs crisis stabilization.
10. Conducts follow-ups on prior crisis response calls.
11. Intakes City of Dunwoody and City of Doraville staff referrals and conducts follow-ups/outreach.
12. Conducts outreach with homeless members of the community suspected of having mental health and/or substance use issues.
13. Completes timely electronic documentation for each call and follow-up visit.
14. Completes data collection, monitoring and evaluation/reporting.
15. Conducts in-service training for police department staff and additional City staff.
16. Conducts community training/information sessions.
17. Attends community outreach events.
18. Will provide a monthly report with the following data points:
 - a. Individuals Served: Number, basic demographics, location.
 - b. Referral Source
 - c. Outcome of calls
 - d. % of Individuals who are Active DeKalb CSB clients



Responsibilities of the City of Dunwoody:

1. Provide a work area for DeKalb CSB Licensed Clinical
2. Coordinate with City of Doraville Police Department regarding the use of the Co-responder program.
3. Provide a method to communicate and coordinate activities of the co-responder program.
4. Provide Training on police department protocols.



ATTACHMENT B – BUDGET – DEKALB COMMUNITY SERVICE BOARD

Project/Department Name :

Co-responder Program

Dunwoody/Doraville

| | | | | Year 1 | Year 2 |
|---|----------|-------------------------------|-----------------|----------------------|----------------------|
| Personnel | | | | | |
| Position | FTE | Annual Salary+Fringe/Benefits | Level of Effort | Grant Request Year 1 | Grant Request Year 2 |
| Crisis Access Line 24/7 additional coverage | 0.5 | 15,000 | 100% | 15,000 | 15,300 |
| Licensed Clinician Co-responder | 1.0 | 96,200 | 100% | 96,200 | 98,124 |
| Total: | | | | \$ 111,200.00 | \$ 113,424.00 |
| Transportation - Specific to costs incurred by CSB - does not include LEA co-response vehicle | | | | | |
| Item | Quantity | Cost | | Year 1 | Year 2 |
| Vehicle | annual | 1 | | \$ 8,400.00 | \$ 8,400.00 |
| Total: | | | | \$ 8,400.00 | \$ 8,400.00 |
| Technology | | | | | |
| Item | Quantity | Cost | | Year 1 | Year 2 |
| Tablets/Laptops | annual | 1 | | \$1,500.00 | |
| Cell Phone Package | annual | 1 | 264 | \$264.00 | \$264.00 |
| Total: | | | | \$1,764.00 | \$264.00 |
| Total Direct Costs: | | | | \$121,364.00 | \$122,088.00 |
| Administrative | | | | | |
| Name | Percent | | | Year 1 | Year 2 |
| Administrative | 8% | | | \$ 9,709.12 | \$ 9,767.04 |
| | | | | Total | Total |
| Grant Request: | | | | \$ 131,073.12 | \$ 131,855.04 |
| Funding Needed | | | | | |
| | | | | Total | Total |
| DeKalb CSB Reserve Funding | | | | \$ 33,400.00 | \$ 16,600.00 |
| City of Doraville (17% of remaining balance) | | | | \$ 16,653.00 | \$ 19,650.66 |
| City of Dunwoody (83% of remaining balance) | | | | \$ 81,020.12 | \$ 95,604.38 |