



## Memorandum of Agreement



BETWEEN:

**City of Lawrenceville (the "City")**  
**P.O. Box 2200**  
**70 S. Clayton St.**  
**Lawrenceville, GA 30046**

**View Point Health ("VPH")**  
**175 Gwinnett Dr., Suite 365**  
**Lawrenceville, GA, 30046**

These parties enter into this Memorandum of Agreement (MOA) regarding Behavioral Health services provided by View Point Health effective October 1, 2024. This MOA shall replace and supersede any prior MOA entered into by and between the City and VPH regarding behavioral health service. This MOA 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; however, this MOA shall not be renewed past September 30, 2028.

- A. Purpose. The City of Lawrenceville and View Point Health (also called the "Parties") establish an understanding whereby a licensed behavioral health clinician will be assigned to the Lawrenceville 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 shall provide the Lawrenceville Police Department with one of the following personnel options. The personnel option will be collectively decided by View Point Health, Lawrenceville Police Department, and the City of Lawrenceville. Change between options can be made within contract terms when mutually agreed upon by the Parties. Any such change from one option to the other shall be reduced to writing, include an effective date, and shall be signed by both parties.

Option A – One (1) full-time licensed behavioral health clinician to conduct behavioral health evaluations and crisis intervention services to individuals identified by the Lawrenceville 911 Communications Center and/or officers of the Lawrenceville Police Department. One (1) full-time Certified Peer Specialist (CPS) to provide after-care and follow-up support for individuals needing linkage to ongoing care, community resources, and additional case management.

Option B - One (1) full-time licensed behavioral health clinician to conduct behavioral health evaluations and crisis intervention services to individuals identified by the Lawrenceville 911 Communications Center and/or officers of the Lawrenceville Police Department. One (1) full-time Case Manager to assess an individual's needs, coordinate care, evaluation and link to resources, and advocacy for options and services to meet an individual's and family's comprehensive health needs.

If a clinician or CPS is not available during any given month on a full-time basis, the monthly charge shall be adjusted accordingly. Depending on the agreed upon staffing configuration, the

City of Lawrenceville will pay View Point Health according to the fees outlines in the following table:

Provider Credentials	Monthly Amount	Annual Amount
Behavioral Health Clinician (1 FTE)		
- Associate/ST Clinician	\$7,475.00	\$89,700.00
- Fully Licensed Clinician	\$8,252.25	\$99,027.00
Care Coordinator (1 FTE)	\$5,811.25	\$69,735.00
Certified Peer Specialist	\$5,208.33	\$62,500.00

- C. Program Description. The City of Lawrenceville Police Department desires to implement a Police-Mental Health Collaboration 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 Lawrenceville 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 Lawrenceville Police Department with a full-time behavioral health clinician(s) and/or Certified Peer Specialist. The City of Lawrenceville may request a change in the clinician at any time and for any reason. In the event of a vacancy, VPH will communicate recruitment efforts with the City of Lawrenceville.
  2. The behavioral health clinician will be available during work hours that were mutually agreed upon by VPH and the Lawrenceville Police Department.
  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.
  4. VPH assigned staff will serve as a liaison to and collaborate with external organizations and agencies to further the efforts of the Lawrenceville Police Department PMHC.
  5. VPH will provide individual and/or group therapy sessions at VPH facilities or in the individual’s residence when appropriate.
  6. VPH will maintain all counseling documentation in a HIPAA-compliant electronic health record management system.
  7. VPH will use its own equipment (e.g., computer, internet access, vehicle, and cellular telephone) to provide all services.
  8. VPH will obtain and maintain all Releases of Information before starting treatment and therapy sessions.
  9. VPH - with authorized Releases of Information - will coordinate with designated Lawrenceville Police personnel on a monthly basis regarding co-responder statistic, therapeutic progress and/or additional challenges.

10. VPH staff will work with Lawrenceville 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.
11. VPH will provide and supervise all personnel, who shall be employees or contractors of VPH, and under no circumstances shall be held out as or otherwise deemed to be employees of the City of Lawrenceville.
12. VPH and assigned Lawrenceville 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.
13. VPH is responsible for all salaries and fringe benefits associated with its clinicians.
14. VPH clinicians will abide by all applicable City of Lawrenceville policies and procedures, as well as those of the Lawrenceville Police Department.
15. VPH clinicians shall be required to undergo a full background check, including submission to a criminal history background check.
16. VPH clinicians shall be required to undergo any designated training and certification to access restricted criminal history information, as applicable.
17. 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.
18. 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.
19. VPH agrees to protect, defend, hold harmless, and indemnify the City (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 (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.
20. VPH will provide and maintain an active certificate of insurance listing the City of Lawrenceville as an additional insured for general liability coverage and for automobile liability coverage. VPH will provide new certificates of insurance as soon as practicable upon renewal of either general liability or automobile liability coverage.
21. View Point Health will share de-identified data collected on the Police-Mental Health Collaboration co-responder program with the Lawrenceville Police Department and City of Lawrenceville.

E. Responsibilities of the Lawrenceville Police Department (“LPD”):

1. The LPD liaison/representative will be the Uniform Services Bureau Commander or designee.
2. LPD will identify individuals who might benefit from behavioral health services and support.
3. LPD will identify “high utilizers” and/or “complex care clients” for the assignment for VPH services.
4. LPD will make referrals to VPH for it to provide clinical services.
5. LPD will provide private office space for individual counseling sessions or at the View Point assessment and evaluation room when clinicians are working with individuals who need housing or transportation.
6. LPD will maintain no therapeutic records of individuals enrolled in VPH services, nor will any member of the Lawrenceville Police Department access medical records not consistent with public safety objectives pursuant to federal or state laws.
7. LPD and City of Lawrenceville will share de-identified data collected on the Police-Mental Health Collaboration co-responder program with View Point Health.

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

VPH and the Lawrenceville 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. Scope of Work:

This Scope of Work identifies the services to be provided by VPH to persons in the City of Lawrenceville that fall under the jurisdiction of the Lawrenceville Police Department.

LPD, thru its PMHC, aims to provide a full scope of behavioral health services to citizens considered to have behavioral and emotional challenges or drug dependency issues in order to eliminate negative and potentially harmful interaction with police officers and to link persons with resources and supports instead of taking them to jail and/or hospitalizing them. LPD will service three functions: crisis response, clinical care coordination and linkage to community resources, and therapeutic support to officers identified by the Crisis Intervention Stress Management (hereinafter “CISM”) Team. These functions will be completed jointly by the officer and staff assigned to the LPD and CISM teams.

1. Crisis Response Functions:
  - i. VPH Clinicians will respond to urgent mental health related crisis situations called into the 911 call center or as requested by officers on scene.
  - ii. LPD will ensure the scene is safe and appropriate for the clinician to conduct assessment.

- iii. VPH will conduct an initial mental health assessment on identified individuals. The assessment will identify:
    - 1. Current mental status and concerns identified
    - 2. Suicide/Risk Assessment
    - 3. Eligibility of services
    - 4. Recommended treatments and therapies
    - 5. Education
    - 6. Linkage to resources
  - iv. VPH will refer and/or link the identified citizens to other services, i.e., housing support, employment assistance, etc.
  - v. If involuntary hospitalization is recommended, LPD will provide transportation to a hospital or Emergency Receiving Facility (“ERF”). Facility will be based on availability, person’s needs, and level of acuity.
  - vi. VPH clinician will be available to respond to and assist in special and high profile situations, i.e. SWAT calls, Criminal Investigations Division investigations, etc.
2. Clinical Care Coordination:
- I. VPH staff and LPD Officer will follow up (in-person and telephonic) with persons referred by LPD officers and persons that needed crisis response services.
  - II. VPH will enroll person into VPH services when the person has insurance accepted by VPH. If the person does not have acceptable insurance, VPH will continue to work with the person until a provider has been identified and services started.
  - III. VPH staff will ensure the person is enrolled and connected with needed VPH programs, such as housing, supported employment, case management, etc.
3. CISM and other duties:
- i. VPH clinician will be made available as part of the clinical providers identified by CISM.
  - ii. VPH clinician will be available to conduct an assessment of an officer in need of crisis intervention. An assessment can include:
    - a. Assessment of mental status
    - b. Suicide/Risk Assessment
    - c. Recommendation on fitness for work
    - d. Recommended treatments and therapies
  - iii. VPH clinician will educate officers and staff on mental health awareness and resources
  - iv. VPH clinician will provide brief and short-term individual therapy/counseling to the officer in need.
  - v. VPH will participate in community events and programs when requested by LPD (i.e. community outreach, citizen’s awareness events, etc.)
  - vi. VPH clinician will develop training materials and educate LPD officers and recruits on Mental Health, beyond what is offered in Crisis Intervention Training (“CIT”).

4. Administration:
  - i. VPH and LPD will participate in an initial “kick-off” meeting. The purpose of the meeting is to introduce the partnership and services provided. The responsibilities of each party will be outlined, the referral process will be presented, and the various therapy sessions will be introduced.
  - ii. VPH and LPD will participate in monthly meetings to discuss efficacy of the relationship, share data, discuss outcomes, and possible changes to the programs.
  - iii. VPH and LPD will meet as needed to discuss immediate problems that arise, concerns over staff, and concerns with consumers.
  - iv. VPH and LPD will collect data and make available to LPD and VPH when needed.
- G. This Memorandum of Agreement. The terms in this Memorandum of Agreement are not comprehensive and additional terms may be added, and existing terms may be changed or deleted by the written Agreement of the parties. The basic terms are:
  1. 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 MOA or thereafter, except as required during this collaboration.
  2. Termination. Either Party to this MOA may terminate this MOA at any time by thirty (30) day’s written notice to the Chief Executive Officer of VPH or the City Manager of the City of Lawrenceville.
  3. Choice of Law. The laws of the State of Georgia shall govern the validity of this Memorandum of Understanding, constructing its terms and interpreting the rights and duties of the Parties.
  4. Waiver. The waiver by one Party of breach of any provision of this Memorandum of Agreement by the other shall not operate to be construed as a continuing waiver.
  5. Assignment. The Parties to this Agreement shall not assign their rights under this MOA, or delegate the performance of its duties without the prior written consent of the other Party to this Agreement.
  6. 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 Lawrenceville Police Department or VPH’s CEO, postage prepaid, return receipt requested.
  7. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the Parties.
  8. Service Delivery Notice. Services are primarily funded by the City of Lawrenceville co-responder program and will cease to be provided if funding is no longer available.

(Signatures on next page)

**City of Lawrenceville**

By: \_\_\_\_\_

David R. Still, Mayor

ATTEST:

\_\_\_\_\_  
Karen Pierce, City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature

City of Lawrenceville Attorney

Pereira, Kirby, Kinsinger & Nguyen, LLP

**View Point Health**

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Corporate Secretary)

(Seal)