

MEMORANDUM OF UNDERSTANDING

PENNINGTON POLICE DEPARTMENT

Participating Police Department(s)

and

CAPITAL HEALTH SYSTEM, INC.

the Participating Mental Health Service Provider

This Memorandum of Understanding (“MOU”) is entered into between the above-Participating Police Department(s) (“PPD”, “Agency”, or “officer”) and the above-named Mental Health Service Provider (“MHSP”) (collectively “the Parties”), to establish joint participation in the ARRIVE Together Program (“the Program”) to enhance and support law enforcement and response to certain behavioral health crisis calls, and shall confirm the mutual understanding and intention of the Parties as set forth herein.

WHEREAS, pursuant to NJSA 30:4-27.1, et seq. (“Screening Law”) and NJAC 10:31- 1.1, et seq. (“Screening Regulations”), it is the policy of this State to provide for a public mental health system that delivers treatment consistent with a person’s clinical condition, and that screening services be developed as the public mental health system’s entry point in order to provide accessible crisis intervention, evaluation and referral services to persons with mental illness, to offer persons with mental illness clinically appropriate alternatives to inpatient care, and, when necessary, to provide a means for involuntary commitment to treatment; and

WHEREAS, the Parties recognize the importance of ensuring the safety of every person involved in civilian-law enforcement interactions, and that many of the negative outcomes that have resulted from such interactions may stem from law enforcement officers responding to situations involving individuals experiencing behavioral health crises; and

WHEREAS, the MHSP has been designated by the New Jersey Department of Human Services (“DHS”) to provide screening and other medical/health services in accordance with state law and regulations, within the county being served by this MOU; and

WHEREAS, DHS contracts annually with the MHSP for the provision of screening services and other services, pursuant to NJAC 10:31:10.1(c), or the Community Mental Health Services Act of 1957, as amended and DHS Contracting Policy; and

WHEREAS, the New Jersey Department of Law and Public Safety and the DHS have executed a separate agreement which will provide for funding for this Program upon presentation of invoices in conformance with this Agreement by the MHSP to DHS; and

WHEREAS, the Screening Law provides officers and mental health specialists with the legal authority to transport or authorize transport of individuals who are experiencing a behavioral health crisis to an emergency department for a full assessment where appropriate;

and

WHEREAS, law enforcement officers may request the assistance of mental health specialists when responding to emergency service calls that relate to behavioral health crises and mental health personnel may request assistance from officers when responding to requests for emergency screening; and

WHEREAS, in an effort to improve the outcomes in law enforcement's response to emergency behavioral health crisis calls, to divert individuals in crisis from unnecessary entry into the criminal justice system, and to more efficiently employ the resources of both the PPD and the MHSP as they respond to calls for service, the Parties seek to enter into this MOU; and

WHEREAS, this MOU is intended to memorialize the relationship and delineate the responsibilities of the Parties in this cooperative joint effort.

NOW, THEREFORE, the Parties agree as follows:

I. Definitions

For the purposes of the Program, the following definitions shall apply:

- A. **Behavioral Health Crisis Calls** means emergency calls for service received by the PPD's 911 system or by the MHSP, which may include the MHSP responding to a person:
 - a. With behavioral/mental health issues;
 - b. With confusion/disorientation;
 - c. In need of a welfare check;
 - d. At risk of suicide; and
 - e. Exhibiting other indications that behavioral or mental health services may be required.

- B. **"Follow-up Services"** means calls from the PPD for mental health services to be provided by the MHSP after encounter by the PPD with an individual who the Agency deems in need of mental health services, which may include the MHSP responding to a person:
 - a. With behavioral/mental health issues;
 - b. With confusion/disorientation;
 - c. In need of a welfare check;
 - d. At risk of suicide; and
 - e. Exhibiting other indications that behavioral or mental health services may be required.

- C. **MHSP specialist** means a mental health screener as defined by N.J.S.A. 30:4-27.2 or other qualified specialist, such as a crisis intervention specialist, therapist, social worker, psychiatrist, psychologist, nurse, or other professional possessing the relevant academic training or experience to do outreach for the purposes of clinical screening, clinical support, intervention or crisis referrals.

- D. **HIPAA** means the regulations adopted by the U.S. Secretary of the Department of Health and Human Services pursuant to Health Insurance Portability and Accountability Act of

1996 42 U.C.S. § 1302(a) and found at 42 C.F.R. Subchapter C; the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and; related laws and regulations promulgated by the respective states and Secretary of the Department of Health and Human Services.

SAMHSA Privacy Regulations means the privacy regulations adopted by the Substance Abuse and Mental Health Services Administration pursuant to 42 U.S.C. § 290dd-2 and found at 42 C.F.R. Part 2.

II. Program Description

A. Location

1. The Program will respond to behavioral health calls for service or calls identified by law enforcement that could benefit from mental or behavioral health follow-up:
 - a. County: Mercer
 - b. Municipality(ies): Pennington Police Department

B. Program Type

1. The Parties may select one or more Program types as set forth in Section B and described more fully in Section C below for the term of this MOU. Should the Parties change, reduce or increase the Program type during the term of this MOU, the Parties shall notify DHS and LPS who shall determine whether such change, reduction or increase in Program type is authorized. Any such material change to the terms and conditions of this MOU shall require a written amendment, signed by the Parties, and may result in changes to other terms and conditions herein.
2. The Parties agree to implement one or more of the Programs as selected below.
 - a. Co-Responder Program (law enforcement officer and MHSP specialist respond together to emergency service calls and/or follow up visits that relate to behavioral health crisis)
 - b. Telehealth Program (law enforcement officers provided with electronic devices to connect persons suffering behavioral health crisis to a MHSP specialist via video to receive services)
 - c. Follow-up Program (law enforcement officers inform MHSP specialist of individuals encountered by law enforcement that need services of MHSP specialist within a designated timeframe following the law enforcement interaction as determined by the Parties)
 - d. Close in Time Follow-up Program (MHSP specialist follows up with individuals encountered by law enforcement close in time, generally within 30 minutes of the encounter, to the law enforcement encounter and provides social and health services)

as determined by the Parties.)

C. Program Responsibilities (as applicable)

1. Frequency

- a. The Program will be implemented weekly on the days determined by the Parties, and at times of the highest volume of behavioral health crisis calls for service as determined by the PPDs, in consultation with DHS.
 - i. The PPDs will determine a staffing schedule for their officers.
 - ii. Regardless of where the participating officer is based, the Program will always respond to qualifying calls in any of the participating municipalities identified in Section 1.b. above, as described below.
- b. Shift times will be determined by the parties, and may be altered if, in consultation with DHS and the MHSP, the PPD determines that significantly greater relevant calls for service consistently occur at different hours.

2. Personnel

- a. When co-responding as defined in Section II B2(a), the PPDs will each provide one or more experienced law enforcement officers who complete Crisis Intervention Team (“CIT”) training before or during the Program to participate in the Program. Participating Officers will not wear full uniform during the Program shifts, and instead will wear a polo shirt with an agency logo, or similar, and will drive an unmarked vehicle.
- b. When co-responding or on location together, the Officers will identify themselves as law enforcement officers and ensure the safety of all actors, to ensure there are no violent or potentially violent actors on scene, and remain at the scene while the MHSP provides services.
- c. The PPDs shall provide training to each specialist identified by the participating MHSP on the proper procedures and protocols for riding in an unmarked police vehicle and/or responding to calls with an Officer prior to any specialist participating in the Program.
- d. The MHSP will provide one or more experienced specialists to participate in the Program. The participating specialists will perform crisis intervention and screening services and/or follow-up services consistent with their statutory and regulatory duties at each call for service.
- e. When co-responding, the Officer will transport the MHSP specialist to calls for service in an unmarked police vehicle. The Officer will not respond to other calls for service while transporting the MHSP specialist except for those behavioral health crisis calls as defined below. In the event of an emergency that needs the Officer’s immediate attention and is in the Officer’s plain view, such as a motor vehicle accident or serious injury, the officer will stop to provide immediate assistance until further police assistance arrives. In the event of

a call involving a life-threatening emergency, the Officer will only respond to the call upon the direction of their supervisor and will first transport the MHSP specialist to the closest safe location prior to responding to the call.

- f. For follow-ups, the PPD will provide the MHSP with information on individuals that they have encountered that they deem to require follow-up services at a mutually agreed upon frequency.
- g. The MHSP will determine how and when best to follow up with the individuals. The follow-ups may be in-person, telephonic or virtual.

3. Coverage

- a. The Program will respond to all behavioral health crisis calls for service made to the PPDs' 911 system within the identified county, including those originating from the public, those incoming from other law enforcement officers or agencies within the area, and those incoming from the MHSP to the PPDs and/or their 911 systems.
- b. The Program will respond to crisis calls originating from the psychiatric emergency screening service within the identified county and 9-8-8 calls from individuals residing in the locales where the program operates.
- c. When co-responding, the Program will respond to qualifying calls made to the municipality(ies) identified in Section II.A.1(b) above, regardless of where the ARRIVE officer is employed. Officers from the municipality from which the call originated will be responsible for securing the scene before the MHSP specialist enters. At the scene, once deemed safe, the non-ARRIVE officer(s) shall only provide assistance if specifically requested by the ARRIVE Officers on scene.
- d. When PPD and MHSP specialist meet at a location at the same time, the Program will respond to qualifying calls made to the municipality(ies) identified in Section II.A.1.(b) above by a MHSP meeting a CIT trained officer at an arranged safe location. If a CIT trained officer is unavailable to respond during Program hours, a CIT trained officer from municipality(ies) identified in Section II.A.1.(b) or another municipality in the county with the approval of the impacted chief, director, or officer in charge is permissible.
- e. When not responding to calls for service, the Program participants will proactively undertake follow-up visits with individuals from prior services or initiate contact with individuals identified as at-risk through other means.

4. Data Collection and Evaluation

- a. PPDs and MHSPs shall collect data relevant to the assessment of the Program, as specified by the Department of Law and Public Safety (LPS) and/or Department of Human Services (DHS), Division of Mental Health and Addiction Services (DMHAS).
- b. Any and all data collected by the MHSP and shared with law enforcement shall be subject to confidentiality based on applicable mental health statutes including HIPAA.

- c. Should LPS retain an academic or research institution, or other qualified entity to perform an evaluation of the Program the Parties and Participating Agencies agree, upon request, to provide the retained academic or research institution access to relevant data, subject to appropriate privacy and cybersecurity protections, to include 911 or computer-aided dispatch (CAD) data and interviews of participating employees, for the purposes of performing the assessment. The institution performing the research shall execute any required confidentiality agreements. If personally identifiable information is being shared, the confidentiality agreement must be compliant with HIPAA in particular, 45 C.F.R. 164.512(i), and with the SAMHSA.

5. Confidentiality

- a. The parties agree to keep confidential all records, recordings, and reports made in connection with the ARRIVE Program and/or certificates, applications, records, and reports made that directly or indirectly identify any individual presently or formerly receiving ARRIVE Program services. The parties further agree not to disclose them to any person, except as permitted by N.J.S.A. 30:4-24.3, and N.J.A.C. 10:37-6.79., HIPAA regulations and the SAMHSA Privacy Regulations. Such records are not subject to public access pursuant to EO 26 (2002) and N.J.S.A. 47:1A-1.

III. PPD Responsibilities

- A. The PPD shall perform all necessary tasks required to implement the Program as detailed Section II above, including, during responses to qualifying emergency calls for service, the participating officer shall assess and take measures to secure the environment in order to mitigate the potential for harm to the officer, mental health specialist, client, and any bystanders.
- B. The PPD shall make available the qualified officers required to implement the Program as detailed in Section II, and shall ensure all requisite training (including the requirement that all officers participating in the initiative successfully complete CIT training) and certifications have been obtained by participating officers.
- C. The PPD shall implement operational changes, as it deems necessary, to implement the Program, as detailed in Section II.
- D. The PPD shall provide the equipment necessary for participating officers to perform their duties under the Program, if co-responding this may include providing or obtaining access to an unmarked vehicle during the course of the Program.
- E. The PPD shall provide training to each participating MHSP specialist on the proper procedures and protocols for riding in a law enforcement vehicle and/or responding to calls with a police officer prior to any MHSP specialist participating in the Program.
- F. The PPD shall cooperate with the MHSP, other participating Law Enforcement Agency Partners within the county, as identified herein, as well as DHS, DMHAS, and LPS,

facilitate and execute the goals of the Program. The PPD shall not request that the MHSP perform any activities that conflict with the Screening Law or Screening Regulations.

- G. The PPD shall ensure their participating officers follow all applicable Law Enforcement Directives and Guidelines issued by the Attorney General of New Jersey, as updated, amended, or supplemented (available at <https://www.njoag.gov>).

IV. MHSP Responsibilities

- A. The MHSP shall perform all necessary tasks required to implement the Program detailed in Section II, and shall provide those services in a manner consistent with the Screening Law and Screening Regulations when applicable and with DHS regulations, any applicable professional licenses and HIPAA and SAMHSA Privacy Regulations.
- B. The MHSP shall provide the specialists required to implement the Program and shall ensure all requisite training has been obtained by the participating specialists.
- C. The MHSP shall ensure the equipment necessary for the participating specialists to perform their duties under the Program is provided. The equipment must be provided by the MHSP.
- D. The MHSP shall cooperate with the other Parties to facilitate and execute the Program in a manner consistent with the Screening Law and Screening Regulations.
- E. The MHSP shall bill DHS for services provided under the Program at the rate set forth herein under the same terms as included in the existing contract between DHS and the MHSP.
 - 1. The total amount billed under the Program shall not exceed the amount as determined by DHS and/or LPS and conveyed under a separate writing.
 - 2. The MHSP shall provide DHS with quarterly invoices specifically for services provided under the Program.
 - 3. The MHSP shall provide DHS with quarterly expenditure reports specifically for services provided under the Program in accordance with the DHS Contract Manual.

V. Funding

- A. Consistent with the terms of the existing contract between the MHSP and DHS, and the DHS Contract Policy and Information and Contract Reimbursement Manual, MHSP specialists participating in the Program shall be compensated for all services performed under the Program at their ordinary pay and ordinary contractual obligations.
 - 1. Payments to the MHSP for work performed in accordance with the Program, including overtime, if any, shall be allowed up to a maximum total amount reimbursed as determined by DHS and/or LPS and conveyed under a separate writing.
 - 2. The amount billed by the MHSP under the Program shall only include those amounts

above insurer reimbursements.

- B. Except as set forth in Paragraph A in this Funding Section, each Party shall bear its own costs, including operational costs, in relation to this MOU. Expenditure by each Party will be subject to its own budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that the State of New Jersey will appropriate funds for such expenditures.

VI. Points of Contact

- A. The individual points of contact (“POC”) for each of the Parties to this MOU, and any other participating Law Enforcement Partners within the County, are set forth in Attachment A, which shall be attached hereto and made part of this MOU.
- B. The Parties agree that if there is any change to the POC or POC contact information, they will inform the other Parties in writing within 10 business days of the change and update the list of POCs in Attachment A accordingly.

VII. Dispute Resolution

- A. The Parties agree to cooperate and confer with each other to address any disputes or issues which may arise in relation to this MOU and/or the Program.

VIII. Liability

- A. Each Party shall be responsible for the actions of its officers and employees occurring during the performance of their obligations under this Agreement subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq, the Contractual Liability Act, N.J.S.A. 59:13-1, et seq., the availability of appropriated funds, and the MHSP’s insurance obligations under its existing contract with DHS. The State of New Jersey cannot agree to indemnify any third-party grantee or contractor and is not providing any indemnification to any third-party grantee or contractor. The State of New Jersey does not carry general liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against it are covered under the terms and provisions of the Act. The Act also creates a fund into which the Legislature appropriates funds from time to time, and from which final tort claims are paid in accordance with its provisions. See N.J.S.A. 59:12-1. For claims beyond the purview of the Tort Claims and Contractual Liability Acts, it is agreed that none of the Parties to this Agreement assume any liability whatsoever for any alleged wrongful acts or omissions of the agents, servants, contractors, or employees of the other. Nothing in this Agreement shall be construed to waive any defenses or immunities available to any Party or its employees under the Tort Claims Act or other applicable law.
- B. The MHSP’s liability under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination and shall remain in effect until all potential liabilities arising from this MOU and the Program have lapsed.

- C. This MOU shall not be interpreted as a waiver of sovereign immunity. Any liability of the agencies that are party to this MOU is, to the extent applicable, subject to the New Jersey Screening Law, N.J.S.A. 30:4-27.1, et seq., and specifically, N.J.S.A. 30:4-27.7, the New Jersey Tort Claims Act, supra, the New Jersey Contractual Liability Act, supra, any other applicable law, and the availability of funding.
- D. For the duration of the Program, any MHSP specialist participating in the Pilot Program and receiving training from the PPD or other Participating Law Enforcement Agencies shall remain an employee of the MHSP and at no point will they be considered an employee of the State of New Jersey, LPS, DHS, the PPD or other Participating Law Enforcement Agencies. Neither the State, LPS, DHS, nor the PPD or other Participating Law Enforcement Agencies shall have control over the duties of any MHSP specialist participating in the Program, or their performance thereof.

IX. Duration, Withdrawal, and Termination

- A. The MOU will take effect upon signature of the Parties and shall remain in effect until June 30, 2027.
- B. Any Party may terminate the agreement by providing all other Parties 30 days written notice. Such notice shall also be provided to DHS, DMHAS, and LPS at the contact addresses in Attachment A.
- C. Upon mutual agreement of the Parties, and with the approval of DHS and LPS, the Program may be renewed for additional one-year terms. Any such renewal shall be set forth in writing and attached hereto and made part of this MOU.

X. Compliance with Other Laws

- A. The Parties agree that in the performance of this MOU and the Program, they will comply with all applicable federal, State, and local laws, statutes, and regulations, including all requirements of HIPAA and the SAMHSA Privacy Regulations

XI. Effect on Other Authorities

- A. Nothing in this MOU is intended to restrict the authority of any Party to act as permitted by law, or to restrict a Party from administering or enforcing any law. This MOU should not be construed as limiting or impeding the basic spirit of cooperation that exists between the Parties.
- B. This MOU does not impose any additional duties and responsibilities on any of the Parties that go beyond that which is already required by existing law.

XII. Assignment

Neither this MOU nor any of the rights, duties, or obligations of the Parties hereunder shall

be assignable or delegable in whole or part, whether by operation of law or otherwise, without the prior written consent of the other Parties.

XIII. Severability

- A. Nothing in this MOU is intended to conflict with applicable State or federal laws, the directives of the Attorney General of New Jersey, or a Party's regulations. If a provision of this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

XIV. No Private Rights Created

- A. This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against the State of New Jersey, or against any department, agency, officer, employee of the State of New Jersey, any Party to this MOU, entity, or any other person.
- B. There are no third-party beneficiaries to this MOU and the Parties do not intend to create any third-party beneficiaries to it.

XV. Non-Waiver

- A. The failure by a Party to insist on performance of any term or condition or to exercise any right or privilege included in this MOU shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not in the future waive any such term or condition or any right or privilege. No waiver by a Party of any breach of any term of this MOU shall constitute a waiver of any subsequent breach or breaches of such term.

XVI. Entire Agreement & Amendments or Modifications

- A. This MOU may be amended only after written agreement of the Parties. Any such amendment or modification shall be in writing, in the form of an Addendum to this MOU, which shall be signed by the Parties and shall be attached hereto and made part of this MOU.
- B. This MOU, including any Attachments and Schedules contained within it, represents the entire understanding and agreement between the Parties and supersedes all prior agreements and understandings between the Parties

XVII. Authorization

- A. By execution of this MOU, the Parties represent that they are duly authorized and empowered to enter into this MOU and to perform all duties and responsibilities established in this MOU.

XVIII. Electronic Signature and Counterparts

- A. The Parties agree that the execution of this MOU by electronic signature and/or by exchanging PDF signatures will have the same legal force and effect as the exchange of original signatures. This MOU may be executed in counterparts and those counterparts, when

assembled, shall constitute the Entire Agreement as defined above.

SIGNATURE PAGE FOLLOWS

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Signatories

The terms of this Agreement have been read and understood by the persons whose signatures appear below.

For the Mental Health Service Provider: CAPITAL HEALTH SYSTEMS, INC.

By: _____ Dated: _____
Name:
Title:

For the Participating Police Department(s): PENNINGTON POLICE DEPARTMENT

By: _____ Dated: _____
Name:
Title:

Attachment A

POINT OF CONTACT INFORMATION

For the Department of Law and Public Safety:

LPS: Tiffany Wilson
Director
Office of Alternative and Community Responses
Office of the Attorney General
25 Market Street
Trenton, NJ 08625
Email: tiffany.wilson@njoag.gov
Phone: 862-350-5807

For the Department of Human Services:

Dave Helfand
Assistant Commissioner
Division of Mental Health and Addiction Services
5 Commerce Way, 2nd floor
Hamilton, N.J. 08625
Email: renee.burawski@dhs.nj.gov
Phone: 609-438-4352

For the Mental Health Service Provider:

Cristina DeSalvo MA, LPC, ACS, NCC Psychiatric
Screening Center Program Coordinator Capital
Health System, Inc.
Attn: Psychiatric Screening Center Program Coordinator
750 Brunswick Avenue
Trenton, New Jersey 08638
Email: cdesalvo@capitalhealth.org

For the Participating Police Department(s):

Pennington Police Department
30 N. Main Street
Pennington, New Jersey 08534-2218
Email: dburroughs@penningtonboro.org