

**INTERDEPARTMENTAL AGREEMENT**  
Washtenaw County Sheriff's Office

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AGREEMENT is between Washtenaw County Community Mental Health, with offices located at 555 Towner Street, Ypsilanti, Michigan 48198 ("CMHSP") and Washtenaw County Sheriff's Office located at 2201 Hogback Rd, Ann Arbor, MI 48105 ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

**ARTICLE I - SCOPE OF SERVICES**

**1. Jail Services:**

CMHSP will evaluate referral to the clinic based on assessment results and current use of psychotropic medications. Clinic will prioritize those individuals already taking a psychotropic medication and those presenting with moderate to severe mental health symptoms. Those individuals presenting with mild needs will be monitored by medical and Corrections Officers. They will follow up with CMHSP if symptom/behavioral concerns arise.

CMHSP will provide the following services to individuals referred to the clinic:

- Perform mental health assessments
- Treatment planning and coordination
- Mental health check-ins
- Psychiatric evaluations and reviews as indicated. For identified individuals, initial psychiatric evaluations will occur within 30 days of referral
- Discharge planning which may include: on-going treatment, providing referrals, lists of community resources, and/or prescriptions for continuation of medication when deemed clinically appropriate by the treating psychiatrist
- Connection/linkage with: benefits, SOAR for rapid access to Social Security Disability, treatment, housing, CMH eligibility/continuity of care connection, vocational/educational supports
- Probate court order process connection (if needed)
- Vivitrol and Naloxone connection

CMHSP will also provide the following services:

- New arrest intake triage
- Block check-ins, including F-Block
- Provide suicide precaution evaluations and reassessments upon identification of need by jail staff

- Facilitate pre and post booking jail diversion for eligible inmates
- Coordinate care with designated staff in Medical Unit
- Consultation and coordination of psychiatry and mental health services with external agencies relative to inmate care
- Provide mental health trainings to Correctional Officers, Correctional Services staff, and Medical Unit
- Protective custody checks
- Administration segregation checks
- On-call support
- Grief counseling

**Diversion Council Support:**

CMHSP and Contractor will continue to partner to support the Diversion Council tasked with developing solutions to reduce the number of people with moderate to severe mental illness and/or substance abuse disorder in jail. Contractor will pay 25% of the total CMHSP contract amount with the Center for Health and Research Transformation to assist with activities such as scheduling meetings among the full council, executive, data, and policy subcommittees; drafting meeting agendas and communications; supporting the council's work to clarify goals, desired outcomes, and expected timelines for their work; documenting major discussion points, decisions, and next steps; disseminating summaries with council members and others as appropriate.

**2. Operating Parameters:**

CMHSP staff shall adhere to security precautions relative to the jail setting as advised and directed by the jail command staff.

CMHSP staff shall collaborate with the Office of the Sheriff and the identified medical services provider to coordinate care for inmates mutually served.

CMHSP staff shall comply with all applicable provisions and requirements in the Michigan Mental Health Code, the Michigan Department of Health and Human Services rules, federal, state and local laws and local ordinances, and all applicable policies established by CMHSP.

**3. Performance Improvement:**

CMHSP shall participate in a collaborative performance improvement process. This shall include participation in the Jail Health Oversight team and other committees and teams as may be established by the Jail Health Oversight team.

CMHSP shall submit performance and outcomes data quarterly in a format mutually agreed upon.

CMHSP shall assure that its performance measurement system includes adequate demographic and service data to describe and track the population serviced.

Contractor shall develop, maintain and administer policies and procedures to insure the quality of care of services provided. Contractor shall provide copies of relevant policies and procedures upon request.

#### **4. Inmate Dispute Resolution:**

Contractor shall provide a mechanism for inmates to file a grievance or complaint about mental health services.

In addition, Contractor shall provide coordination of grievances for mental health services provided by Office of the Sheriff Correctional Services mental health staff upon request.

#### **5. Documentation/Record Access:**

CMHSP shall document all mental health services provided in accordance with applicable standards of medical and behavioral health care including but not limited to; the Michigan Mental Health Code, The Joint Commission, the Health Insurance Portability and Accountability Act and the Balanced Budget Act.

CMHSP shall provide a copy of the psychiatric diagnosis, suicide information, physician's reviews and the original orders of any prescribed medications and laboratory work orders to the designated medical services provider to be located in the inmate's medical record in the Medical Unit. Inmates shall be provided information of this practice and witnessed at the time of initial admission to the jail.

Documentation completed by CMHSP clinical staff under the scope of this contract shall be maintained in a clinical record that is physically maintained by Contractor at the jail.

The Office of the Sheriff shall be considered the holder of the record and access to the record will be in accordance with Office of the Sheriff Policies and Procedures.

#### **6. Personnel/Coverage**

CMHSP will rotate on call to determine the appropriateness of removing suicide precautions for inmates who are releasable from custody.

## ARTICLE II - COMPENSATION

CMHSP will be reimbursed by the Sheriff's Office as follows:

Description	Expense	Sheriff Amount
1 FTE Mental Health Professional	\$ 82,479	
1 FTE Mental Health Professional	\$ 79,991	
1 FTE Mental Health Professional	\$ 81,944	
Psychiatric Services: up to 16 hours/week	\$ 120,640	
1 FTE Supervisory Services	\$ 103,760	
MHP after-hours, non-call-back expenses such as consultation w/Psychiatrist, Clinical Director, Clinical Coverage)	\$ 6,600	
MPH call-back actual hours	Billed at position hourly rate	
Staff expense: shift premium, telephone, travel, supplies, dues	\$ 2,800	
Jail Services Sub-Total	\$ 478,214	
Washtenaw County General Fund Appropriation	\$ (165,192)	
WCCMH In Kind Contribution	\$ (49,423)	
Sheriff's Office Jail Services Contribution		<b>\$ 263,599</b>
CMHSP total contract amount with Center for Health and Research Transformation (CHRT) (Contract Period: Jan-Dec 2020)	\$ 133,740	
Sheriff's Office CHRT Contribution (25%)	\$ 33,435	
Sheriff's Office CHRT Contribution Jan-Sep 2020 (9 months)		<b>\$ 25,076</b>
<b>Sheriff's Office Total Contract Amount</b>		<b>\$ 288,675</b>

Contractor will be invoiced monthly for 1/12th of Jail Services FTE expense and will be billed hourly for Psychiatric Services. Contractor will not be billed for, nor pay for currently vacant positions, positions vacated during the duration of this agreement for the duration of vacancy, or for positions not rendering service due to stay-at-home requirements imposed by Local, State, or Federal officials or any other reason that causes services to not be delivered. Contractor will be invoiced for actual hours of support provided for the Diversion Council. Invoices will include the name of the Mental Health Professional being billed for. If on-call related, the date of service provided will also be included.

### **ARTICLE III - TERM**

This contract begins on **October 1, 2019** and ends on **September 30, 2020** with an option to extend an additional three, one-year terms.

### **ARTICLE IV - COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

### **ARTICLE V - EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

### **ARTICLE VI - EQUAL ACCESS**

The CMHSP and Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

### **ARTICLE VII - ASSIGNS AND SUCCESSORS**

This contract is binding on the CMHSP and the Contractor, their successors and assigns. Neither the CMHSP nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

### **ARTICLE VIII - TERMINATION OF CONTRACT**

Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

**ARTICLE IX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES**

Changes mutually agreed upon by the CMHSP and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

**ARTICLE X - CHOICE OF LAW AND FORUM**

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

**ARTICLE XI - EXTENT OF CONTRACT**

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

**ARTICLE XII – ELECTRONIC SIGNATURES**

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

**ATTESTED TO:**

**WASHTENAW COUNTY:**

By: *Lawrence Kestenbaum* 06/25/2020  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

By: *Gregory Dill* 06/23/2020  
Gregory Dill (DATE)  
County Administrator

**APPROVED AS TO CONTENT:**

**APPROVED AS TO CONTENT:**

By: *[Signature]* 06/11/2020  
Trish Cortes (DATE)  
CMHSP, Executive Director

By: *[Signature]* 6/8/2020  
Jerry Clayton (DATE)  
Washtenaw County, Sheriff

**APPROVED AS TO FORM:**

By: *[Signature]* 06/18/2020  
Curtis N. Hodges (DATE)  
Office of Corporation Counsel  
OFFICE OF CORPORATION COUNSEL