

MEMORANDUM OF AGREEMENT

WATERLOO POLICE DESIGNATED COLLABORATION ORGANIZATION

THIS AGREEMENT (the "Agreement"), is entered into on this date _____, 2021 by and between:

Elevate Housing Foundation, a non-profit organization located at 604 Lafayette Street, Second Floor, Waterloo, Iowa 50703, hereby known as the "CCBHC", and;

Waterloo Police, City of Waterloo, whose address is 715 Mulberry Street, Waterloo, Iowa 50703, (herby known as the "DCO Agency");

WHEREAS, the CCBHC desires to enter into an agreement for the effective care coordination and delivery of services within the Designated Collaboration Organization (DCO) Agency;

NOW, THEREFORE, in consideration of the mutual covenants made by the parties, they agree to the following:

Purpose

To coordinate and provide needed services for Waterloo residents through the DCO Agency by embedding a CCBHC employee within the DCO Agency. The CCBHC embedded employee will be under the joint supervision of CCBHC and the DCO Agency. A Project Committee will be established with one designee from CCBHC, one designee from DCO and the Social Worker. The CCBHC embedded employee will deliver services under the same requirements as the CCBHC to the extent billable to third party reimbursement, at no cost to the DCO. DCO Agency encounters will be treated as CCBHC encounters and the DCO agency will support clinical fidelity to the services provided.

Scope of Services

The embedded CCBHC employee will be a social worker meeting the clinical criteria to provide Integrated Health Home services to individuals encountered within the scope of their work at the DCO. This will include screening, intake and assessment of individuals with behavioral health needs and connection or referral to identified behavioral health services. This may include direct engagement of community members while on patrol or called to community members in need of behavioral health assistance by the DCO Agency. Consultation, training, and assistance to the DCO Agency on behavioral health. Follow-up care coordination to community members referred by the DCO Agency.

The embedded CCBHC social worker will also be charged with implementing the Elevate Next Steps to a New Beginning Program designed along the Sequential Intercept Model to divert or transition individuals from justice involvement. This will involve collaboration among the various elements of the justice system, CIT Officers, police, courts, jails, corrections, civil commitment, and reentry.

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Barriers

Both parties agree to adhere to Section 2402(a) of the Affordable Care Act (PL 111-148)

Removal of Barriers to Providing Home and Community-Based Services:

“Services must reflect person-and family-centered, recovery-oriented care; be respectful of the individual consumer’s needs, preferences, and values; and ensure consumer involvement and self-direction of services. Services for children and youth should be family-centered, youth-guided and developmentally appropriate.”

Grievances

CCBHC members receiving services from a DCO Agency will have access to the CCBHC’s existing grievance procedures, in addition to any grievance procedure available under the DCO Agency.

Training

The CCBHC will coordinate as needed training including the DCO Agency Staff on cultural competence, person-centered and family-centered, recovery-oriented, evidence-based and trauma-informed care and primary care/behavioral health integration. The CCBHC will collaborate and support Crisis Intervention Training for law enforcement.

Additional annual training focused on risk assessment, suicide prevention and suicide response; the roles of families and peers and other trainings as may be requested by the state or accrediting agencies.

Care Coordination

The DCO Agency will support services in accordance with CCBHC member’s current treatment plan that is reasonable within the scope of the DCO Agency’s duties of the embedded social worker.

Health Information Technology

The DCO Agency will be trained and enter into a HIPAA Business Agreement to protect any personal information they may inadvertently encounter as the result of the embedded social worker within their agency. The embedded social worker will have direct access to the CCBHC member’s clinical record as allowed and established by confidentiality laws and policies of (HIPAA)(PL104-191), federal Substance Abuse Confidentiality Regulations, 42 Code of Federal Regulations (CFR) and other federal and state laws, including privacy requirements specific to the care of minors.

Non-Confidential Records from the DCO Agency may be uploaded into the document storage of CCBHC’s EHR system to ensure effective coordination of care and services.

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CCBHC and its employees understand that the activities they witness are considered confidential under Iowa and federal laws. They will not be allowed to record any of the events witnessed. CCBHC and its employees agree not to release any confidential information to anyone. CCBHC and its employees understand that confidential information includes but is not limited to the names of victims, suspects, witnesses, officer activities and other duties as assigned. CCBHC and its employees understands that the imbedded employee may at times be required to provide testimony in cases of a criminal or civil nature, at the expense of the CCBHC. Whether or not directly or indirectly related to their duties and care coordination.

Data Collection and Reporting

DCO Agency agrees to collaborate with CCBHC in the collection of data as legally permissible. Elevate shall provide adequate consent, as appropriate, and obtain releases of information for each affected member.

Payment

CCBHC agrees to provide reimbursement of the embedded social worker's salary, benefits, and tools necessary to provide members with CCBHC behavioral health services for the period of SAMHSA CCBHC grant, April 30, 2022. CCBHC will bill third-party coverage for the service and referred and authorized by the CCBHC to receive the identified service.

CCBHC and its employees understand the inherent dangers involved in working with the DCO. These dangers may include, but are not limited to, personal injury, damages to property, and/or death. CCBHC and its employees understand and hereby acknowledge that the foregoing inherent dangers have been explained to them, and with full knowledge of said risks and dangers, voluntarily assume and accept all inherent risks and/or dangers.

The DCO Agency agrees to provide transportation and any identified workspace for the performance of required duties within the agency. DCO Agency will provide embedded social worker with required training and equipment to function as safely as possible within the DCO Agency. The DCO will provide standard sized body armor to the CCBHC employee while riding, CCBHC or the employee will be responsible for any additional equipment needed.

Term

This Agreement shall commence upon execution of signatures and terminate April 30, 2022 or extend by mutual agreement of both parties based on sustainable reimbursement for the position. Either party may also voluntarily terminate the agreement by sending a letter to the other party in not less than sixty (60) days prior to the desired date of termination.

IN WITNESS WHEREOF, each Party has executed the Agreement, both Parties by its duly authorized officers as of the dates below:

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WATERLOO POLICE DESIGNATED COLLABORATION ORGANIZATION

(Mayor, City of Waterloo) Authorized Agent Print

Date

(DCO Agency, Chief Waterloo Police) Authorized Agent Signature

Date

(CCBHC) Elevate CCBHC Agent Print

Date

(CCBHC) Elevate CCBHC Signature

Date