

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF MADISON AND JOURNEY  
MENTAL HEALTH CENTER, INC. FOR  
COLLABORATIVE MENTAL HEALTH  
CRISIS INTERVENTION TEAM PROJECT**

1. **PARTIES.**

This Memorandum of Understanding (“MOU”) is entered into by the City of Madison, hereafter referred to as the “City” and Journey Mental Health Center, Inc., hereafter referred to as “Journey”.

2. **PURPOSE.**

The purpose of this MOU is to establish the responsibilities of the City and Journey to create a collaborative mental health crisis intervention team. This MOU establishes transportation, equipment, logistical and supply obligations, as well as operational protocols. The role of Journey is to support the City, through the Madison Police Department, in their efforts to stabilize individuals experiencing a mental health crisis by providing crisis assessment and intervention planning, risk determination and general mental health consultation.

3. **SCOPE OF SERVICES.**

The City and Journey will perform the services according to Attachment A, “Scope of Services”.

4. **CONFIDENTIALITY AND SHARING OF INFORMATION.**

The parties will share information and records as necessary for the administration and performance of this MOU, consistent with local, state and federal law. All personnel performing duties under this MOU shall be knowledgeable and abide with the provisions of law pertaining to confidentiality of information related to an individual’s mental health history and other records.

5. **EFFECTIVE DATE.**

This MOU shall become effective upon execution by the Mayor, on behalf of the City; for the dates described in Section 22.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Journey shall not assign or subcontract any interest or obligation under this MOU.

7. **EMPLOYEES.**

- A. The parties agree that at all times during the agreement, the Clinical Specialists II, described in Attachment B and C, are not, and will not, be employees of the City.
- B. Journey agrees that it will be responsible for paying the salary and all benefits due to the Clinical Specialists II.

- C. Journey agrees that it will be responsible for providing the appropriate training to the Clinical Specialists II, to insure that the individuals are capable of performing the job duties outlined in Attachment C.
- D. Journey agrees that the Clinical Specialists II are not eligible for unemployment compensation benefits or worker's compensation benefits through the City. To the extent unemployment benefits or worker's compensation benefits may be available to the Clinical Specialists II, Journey agrees it will pay any benefits due or any compensation assessed by the State of Wisconsin Unemployment Division or the State of Wisconsin Worker's Compensation Division.

8. **DESIGNATED REPRESENTATIVE.**

- A. The City designates the Captain of Community Outreach as the Agent with primary responsibility for the performance of this MOU.
- B. Journey designates the Associate Director of Emergency Services Programs as the Agent with primary responsibility for the performance of this MOU.

9. **INSURANCE.**

Journey will insure against the following risks to the extent stated below. Journey shall not commence work under this MOU until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

**Commercial General Liability**

Journey shall procure and maintain during the life of this MOU, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the City Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Journey's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds.

**Automobile Liability**

Journey shall procure and maintain during the life of this MOU Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident.

**Worker's Compensation**

Journey shall procure and maintain during the life of this MOU statutory Workers' Compensation insurance as required by the State of Wisconsin. Journey shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit.

Journey understands and acknowledges that all persons furnishing services under this MOU are, for all purposes, including the purpose of workers' compensation, employees of Journey and not employees of the City. In performing work under this MOU, Journey is liable for providing workers' compensation benefits to Journey's employees, or anyone

whom Journey directly or indirectly hires, employs, or uses. The City is not responsible for any claims at law or in equity caused by Journey's failure to comply with this section.

**Professional Liability**

Journey shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the MOU shall include "prior acts coverage" covering at all times all claims made with respect to Journey's work performed under the MOU. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

**Acceptability of Insurers.** The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

**Proof of Insurance, Approval.** Journey shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this MOU. Journey shall provide the certificate(s) to the City's representative upon execution of this MOU, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this MOU is still in effect, Journey shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison  
ATTN: Risk Management, Room 406  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53703

Journey shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. Journey and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this MOU.

10. **AMENDMENT.**

This MOU shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representatives or promise of any agent or other person of the parties hereto. Any other change in any provision of this MOU may only be made by a written amendment, signed by the duly authorized agent or agents who executed this MOU.

11. **NO WAIVER.**

No failure to exercise and no delay in exercising, any right, power or remedy hereunder on the part of the parties shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such

waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Journey therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **SEVERABILITY.**

It is mutually agreed that in case any provision of this contract is determined by any court to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this contract remain in full force and effect.

13. **NOTICES.**

All notices to be given under the terms of this MOU shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below.

FOR THE CITY:                      Madison Police Department  
   Community Outreach Captain  
   211 S. Carroll Street  
   Madison, WI 53703

FOR JOURNEY:                      Journey Mental Health Center  
   Associate Director  
   Emergency Services Program  
   702 W. Main Street  
   Madison, WI 53715

14. **THIRD PARTY RIGHTS.**

This MOU is intended to be solely between the parties hereto. No part of this MOU shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

15. **LAW APPLIED.**

This MOU shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.

16. **COMPLIANCE WITH APPLICABLE LAWS.**

The City and Journey, their agents and employees shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services to be performed under this Contract.

17. **DEFAULT/TERMINATION.**

A.        In the event either party shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of thirty (30) days after written notice thereof, the non-defaulting party may, at its option and in addition to all other rights and remedies

which it may have at law or in equity against the other party, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights under this contract.

- B. Notwithstanding paragraph A, above, either party may in its sole discretion and without any reason terminate this MOU at any time by furnishing the other party with thirty (30) days written notice of termination.

18. **CONFLICT OF INTEREST.**

Journey warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which could conflict in any manner with the performance of the services under this MOU.

19. **INDEMNIFICATION.**

Journey shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or if liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Journey's and/or Subcontractor's acts or omissions in the performance of this MOU. Negligence on the part of Journey does not relieve it of its obligations above.

20. **WEAPONS PROHIBITION.**

Journey shall prohibit its employees from carrying weapons, including concealed weapons, in the course of performance of work under this MOU, other than while at Journey's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this MOU, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

21. **IT NETWORK CONNECTION POLICY.**

This MOU includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection to the City Network (as defined in the following link), the City's Network Connection Policy found at this link: <http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc> is hereby incorporated and made a part of this MOU and Journey agrees to comply with all of its requirements.

22. **TERM AND RENEWAL.**

The term of this MOU shall be for one year from January 1, 2017 through December 31, 2017. This MOU may be extended or renewed for successive one year periods upon the written agreement of the parties prior to the expiration of each term.

23. **NON-DISCRIMINATION.**

In the performance of work under this contract, Journey agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Journey further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

24. **AUTHORITY.**

Journey represents that it has the authority to enter into this MOU. The person signing on behalf of Journey represents and warrants that he or she has been duly authorized to bind Journey and sign this MOU on Journey's behalf.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

**JOURNEY MENTAL HEALTH CENTER, INC.**

\_\_\_\_\_  
(Witness)

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

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

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

(Print Name): \_\_\_\_\_

Title: \_\_\_\_\_

**THE CITY OF MADISON, WISCONSIN**  
**a municipal corporation:**

By: \_\_\_\_\_  
Paul Soglin, Mayor

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

By: \_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

**APPROVED:**

\_\_\_\_\_  
David, Schmiedicke, Finance Director

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

\_\_\_\_\_  
Eric Veum, Risk Manager

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael P. May, City Attorney

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

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

Journey will provide the following services to the City:

1. Journey will hire Clinical Specialists II as a “Crisis Worker – Police Team” (“CSII”) and who will meet the qualifications outlined in the Job Description (See Attachment B).
2. The CSII will have the job responsibilities as outlined in Attachment C.
3. The CSII, with consultation with the City and approval from Journey, will provide a monthly schedule, detailing the times and days the CSII will be working. The CSII will perform his/her work out of the office space provided by the City.
3. Journey’s Associate Director of Emergency Services Program will provide supervision of the CSII and will insure the CSII is in compliance with this MOU and all applicable policies and procedures.
4. Journey will initiate and maintain quarterly quality improvement meetings with the City to review pertinent service data addressing the progress to the goal and results of this MOU.

The City will provide the following services to Journey:

1. The City will provide the CSII with office space including a desk, computer, telephone, radio and other necessary equipment. At all times this equipment shall remain the property of the City.
2. The City will provide the CSII with a secure access pass card
2. The Community Outreach Captain will work collaboratively with Journey’s Associate Director of Emergency Services Program and will provide on-site direction and support as necessary for the CSII.
3. The CSII is permitted to ride in City vehicles, however, the CSII is not permitted to operate any City vehicle.
4. The City will be consulted, and may provide input into, any performance assessment or reviews of the CSII’s job performance.



## ATTACHMENT B

### JOB DESCRIPTION

#### Clinical Specialist II

Staff: Title: CRISIS WORKER - POLICE TEAM  
Reviewed/Revised: Union Status: Professional  
Program/Service: Emergency Services Type: Regular / Status: Hourly/ FTE: .6

#### SUMMARY:

The Clinical Specialist II (CSII) position is responsible for providing a wide array of culturally competent, recovery oriented, trauma sensitive, direct clinical services including assessment, counseling, supportive contacts and referrals serving adults who are struggling with co-occurring mental health and substance use disorders. The CSII on the Madison Police Team is responsible for working with Madison Police to provide emergency mental health assessments and interventions for children, youth and adults. This position will be located with Madison Police Mental Health Officers and Sergeant. The person in this position will respond with police to mental health calls and work to engage and refer clients to appropriate mental health services. Assessments are based on an understanding not only of client symptoms, but also of strengths and social/cultural resources. These strengths and resources will be taken into account and utilized as appropriate to assist the individual's return to a more optimal level of functioning. This position involves mobility throughout the community and working rotating shifts, including overnight on-call shifts, as necessary to enable the program to operate 24 hours a day, seven days a week, 365 days a year. The CSII reports directly to the assigned supervisor with overall program supervision provided by Clinical Team Manager. Minimum annual service hours are

#### QUALIFICATION

##### S ESSENTIAL

##### Education/Licensure

- Master's Degree in a related behavioral health field, accruing 3,000 hours of supervised clinical experience.
- Certification (or eligibility) for Medicaid (MA) provider status.

##### Experience

- 5 year(s) of experience in related behavioral health field.
- Commitment to work toward improving cultural competence as demonstrated by: valuing diversity, recognizing personal limitations in one's competencies and having the desire to improve.
- Strong commitment to principles of recovery and to facilitating consumer participation in treatment/service planning and provision.
- Knowledge and/or experience with the use of evidence based practices for treatment of substance use disorders and co-occurring disorders.
- Experience in community-based mental health and co-occurring assessments, case management, treatment planning and crisis resolution.
- Ability to communicate effectively (both orally and in writing).
- Ability to work effectively with an interdisciplinary team with a positive and creative attitude.
- Ability to work independently and remain organized and efficient.
- Superior ethics and interpersonal boundaries as evidenced by past experience in community based work with related professional references.

## **ATTACHMENT B**

### **JOB DESCRIPTION**

#### **Clinical Specialist II**

- Possession of a valid driver's license, a favorable driving record, adequate insurance (per WI law) and access to a vehicle with willingness to use it for work (i.e. transporting consumers).

#### Typical Physical Demands

Requires driving, sitting, standing, light lifting, bending, and reaching; and the ability to use and operate standard office equipment, including computer, calculator, phone, printer, cell phone, facsimile, etc.

#### Working Conditions

May require evening or weekend hours depending on program and consumer's needs.

#### **PREFERRED**

- Bi-lingual, and/or bi-cultural (Spanish/Hmong/Cambodian).
- Fluent in American Sign Language.
- Licensure as a Substance Abuse Counselor in Training, Clinical Substance Abuse Counselor or Substance Abuse Counselor.

## **ATTACHMENT C**

### **JOB DUTIES Clinical Specialist II**

#### **RESPONSIBILITIES:**

##### **A. Provision of Clinical Services (high responsibility, 80% effort)**

1. Performs accurate assessments to evaluate and diagnose mental health and/or co-occurring issues in a culturally competent, recovery oriented, trauma sensitive manner by providing assessments within the context of the consumer's perspectives and beliefs.
2. Provides a range of clinical services including level of care assessment, service coordination, therapy/counseling, support and referrals in a context that is supportive of the consumer's culture, values and perspectives.
3. Completes accurate clinical records including intakes, assessments, treatment plans and updates, progress notes, discharge summaries and other information in a timely manner.
4. Works collaboratively with other community agencies to develop and maintain a continuum of care and maintain efficient use of community services.
5. Provides consultation and support related to areas of specialization.
6. Attends Team Meetings and presents consumer cultural and clinical information.
7. Maintains minimum direct and case management service hour expectations.
8. Works collaboratively with team members and takes a leadership role in service planning.

##### **B. Program and JMHC Participation (high responsibility, 20% effort)**

1. Attends staff meetings, in-services and other program activities as requested.
2. Participates in JMHC committees, trainings and activities as directed and/or approved.
3. Provides consultation to other JMHC programs as necessary.

The above statements are not to be interpreted as an exhaustive list, but are intended to describe the general nature and level of work being performed by this employee.