

MEMORANDUM OF UNDERSTANDING
-between-
THE CITY OF CLEVELAND
DEPARTMENT OF PUBLIC SAFETY
-and-
THE ALCOHOL, DRUG ADDICTION AND MENTAL HEALTH SERVICES BOARD
OF CUYAHOGA COUNTY
For Collaboration and Support in Establishing and Implementing a Mental
Health Response Advisory Committee to
Assist With the Cleveland Division of Police Crisis Intervention Program

This Memorandum of Understanding ("MOU") is made this 10th day of September, 2015, ("effective date"), between the City of Cleveland ("City"), through its Director of the Department of Public Safety and Chief of its Division of Police, and the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County ("ADAMHS Board" or "the Board"), through its Chief Executive Officer.

WHEREAS, the City of Cleveland and the United States through its Department of Justice ("DOJ") entered into a settlement agreement on May 26, 2015, and as part of the settlement the parties agreed that the City's Division of Police will build upon and improve its Crisis Intervention Program to assist officers responding to calls related to those in mental-health crisis.

WHEREAS, the ADAMHS Board, a part of Cuyahoga County government, is responsible for the provision of mental health and addiction treatment services for the County and shares an interest in assisting with and supporting the Cleveland Division of Police in building upon and improving its interactions with persons experiencing mental health crisis.

WHEREAS, Cleveland and the ADAMHS Board desire to work collaboratively to effectuate their shared interest.

NOW, THEREFORE, the Parties' understanding in this regard is as follows:

SECTION I. COLLABORATIVE RELATIONSHIP

The City and the ADAMHS Board agree to work collaboratively and diligently to build upon and improve the Cleveland Division of Police's Crisis Intervention Program consistent with the settlement agreement between the City and the DOJ entered into on May 26, 2015, and as may be amended or supplemented from time-to-time hereafter by the City and the DOJ by written amendment or supplement signed by the City and the DOJ or by court order. The settlement agreement is incorporated herein as if fully rewritten.

The parties agree that this collaboration benefits both party's in effectuating their shared interests of improving CDP's interactions with individuals in crisis.

SECTION II. MENTAL HEALTH RESPONSE ADVISORY COMMITTEE

A. Creation of Committee

No later than 180 days of the date the City's settlement agreement with the DOJ is approved and entered as an order of the U.S. District Court for the Northern District of Ohio ("the Court"), the City and the Board will collaboratively establish a Mental Health Response Advisory Committee ("Advisory Committee") that will assist the Cleveland Division of Police ("CDP") in fostering relationships and building support between the CDP, the community, and mental health providers, and help identify problems and develop solutions designed to improve outcomes for individuals in crisis.

1. Advisory Committee members shall include the City's Crisis Intervention Coordinator, representatives of the City's specialized Crisis Intervention Trained ("CIT") police officers, a City representative from its Department of Public Safety, and such other appropriate City employees as the City may select.

2. The Board will select the other members of the Advisory Committee and shall seek representation from, but not limited to, the following: Cleveland Municipal Court's Mental Health Docket, the Ohio Criminal Justice Coordinating Center of Excellence, the ADAMHS Board, Frontline Services, and other relevant Cuyahoga County mental health organizations such as advocacy organizations, homeless service providers, area hospitals, and interested community members.

3. The Board shall have primary responsibility to oversee and support the formation and functioning of the Advisory Committee consistent with this MOU, the approved settlement agreement between the City and the DOJ, recommendations, reports, or requests, if any, from the CDP's Crisis Intervention Coordinator, the Monitor selected to monitor and report on the implementation of the settlement agreement, and/or the federal court providing oversight.

4. The Advisory Committee shall act strictly in an advisory capacity to the City and shall have no power or authority to impose any mandates, requirements, expenses, or costs on the City or the ADAMHS Board.

5. Members on the Advisory Committee shall receive no compensation or expense reimbursement for any attendance at meetings or activities of the Advisory Committee.

6. Advisory Committee meetings shall be open to the General Public pursuant to Ohio Revised Code Section Chapter 121.

B. Implementation of the Advisory Committee

1. The ADAMHS Board shall convene the first meeting of the Advisory Committee no later than 180 days after the City's settlement agreement with the DOJ is approved and entered as an order of the Court. Thereafter the Advisory Committee will meet regularly, but no less than once per month, and when otherwise a special meeting is called by the ADAMHS Board or the City, and will provide guidance to assist CDP in

improving, expanding, and sustaining its CIT Program, consistent with the settlement agreement between the City and the DOJ and CIT Program needs.

a) The Board shall provide the location and support for the initial meeting and provide prior notice of the time and location of each subsequent meeting.

b) A Board representative shall act as chair of the meetings and a City representative will act as vice-chair.

c) The Advisory Committee may establish sub-committees as necessary to assist CDP with its CIT Program.

d) The Advisory Committee shall work collaboratively with the CDP's Crisis Intervention Coordinator.

2. Advisory Committee tasks shall include, but not be limited to, the following:

a) On an annual basis, the Advisory Committee will conduct an analysis of crisis intervention incidents to determine whether CDP has enough specialized CIT officers, whether it is deploying those officers effectively, and whether specialized CIT officers, call-takers, and dispatchers are appropriately responding to people in crisis. The Advisory Committee shall also recommend appropriate changes to CDP policies, procedures, and training regarding CDP contact with individuals in crisis.

(i) The CDP will provide such City public records and outcome data the Advisory Committee may request consistent with Ohio Public Records laws.

(ii) The first report, for year-2015, shall be submitted by the Committee no later than January 31, 2016. Thereafter, the Advisory Committee shall provide its yearly report and recommendations to the City and the Board no later than January 31st of the year following the year reported on.

(iii) The Advisory Committee and the City shall respond within a reasonable time to the other's questions or concerns raised at the regularly scheduled meetings or any special meeting called pursuant to this MOU.

b) The Advisory Committee shall timely provide recommendations to CDP on applicable CDP crisis intervention policies and procedures.

SECTION III. CRISIS INTERVENTION TRAINING

Within 365-days after the City's settlement agreement with the DOJ is approved and entered as an order of the Court, and annually thereafter:

1. The ADAMHS Board shall work collaboratively with the City to provide crisis intervention training for all CDP officers and recruits, and specialized crisis intervention training for certain CDP officers designated by the CDP Chief.

2. The ADAMHS Board will work collaboratively with the City to provide crisis intervention telecommunicators training for CDP call-takers, dispatchers and their supervisors to enable them to adequately identify, dispatch, and appropriately respond to calls for service that involve individuals in crisis.

SECTION IV. EXPENSES, COSTS, RESPONSIBILITY

1. The Parties acknowledge that under no circumstances shall either Party have any authority under this MOU to impose or attribute any cost, or expense to the other Party without the express prior written approval of the authorized representative of the Party and only if properly authorized under applicable resolution, ordinance, or statute.

2. Each Party shall be solely responsible for the acts of its own employees, agent and contractors while collaborating under this MOU.

SECTION V. TERM

This MOU shall be in effect as of the above effective date and remain in effect until either Party withdraws by giving the other Party at least forty-five (45) days prior written notice of withdrawal.

AGREED TO AND ACCEPTED BY:

CITY OF CLEVELAND

ADAMHS BOARD OF CUYAHOGA COUNTY

By: Michael McGrath
Michael McGrath, Director
Department of Public Safety

By: William M. Denihan
William M. Denihan, Chief Executive Officer

Date: 9-10-15

Date: 9-18-15

By: Calvin Williams
Calvin Williams, Chief
Division of Police

Date: 9-15-15

The legal form and correctness of this Agreement is hereby approved.

BARBARA LANGHENRY, DIRECTOR OF LAW
CITY OF CLEVELAND
By: Barbara Langhenry
Assistant Director of Law

Date: 9/10/15

DAVID LAMBERT, DIRECTOR OF LEGAL AFFAIRS
ADAMHS BOARD

By: David Lambert

Date: 9-18-15