

**INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE CITY OF ANN ARBOR AND
WASHTENAW COUNTY COMMUNITY MENTAL HEALTH SERVICES**

This Agreement is made and entered into by and between the City of Ann Arbor, a Michigan municipal corporation, with its principal address at 301 E. Huron Street, Ann Arbor, Michigan 48104 (“City”), and the County of Washtenaw on behalf of Washtenaw County Community Mental Health, a Michigan constitutional corporation, with its principal address at 220 North Main Street, Ann Arbor, Michigan 48107 555 Towner Street, Ypsilanti, Michigan 48197 (“County”). The City and County agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to formalize the placement of a licensed clinician from Washtenaw County Community Mental Health (CMH) within the City of Ann Arbor’s A2 Respond Engage Assist Co-response Help Unit (“A2 REACH” or “Unit”). A2 REACH pairs a CIT-trained Ann Arbor Police Department (AAPD) officer with a CMH clinician (“Clinician”) to provide coordinated intervention during high-risk behavioral-health crises, ensuring individuals receive timely, clinically informed, and safety-focused support. This Agreement is authorized pursuant to the Intergovernmental Contracts Between Municipal Corporations Act, MCL 124.1 *et seq.*

If the parties so desire, the A2 REACH CIT-trained Officer may respond to other jurisdictions as part of a separate, fully executed Mutual Aid Agreement between the City and the Washtenaw County Sheriff’s Office.

SECTION 2: TERM

The parties acknowledge that this Agreement supports a pilot implementation of the City’s Co-Response Unit. This Agreement shall commence on _____ and shall remain in effect for a period of one (1) year (the “Initial Term”). The City may, at its sole discretion, renew the Agreement for up to two (2) additional one-year terms upon written notice to CMH at least thirty (30) days prior to the expiration of the then-current term.

SECTION 3: CLINICIAN SELECTION

Clinician will be selected by CMH. CMH will include the AAPD Chief, or designee, on the interview panel, to provide insight into the pairing and to ensure alignment with the Unit’s needs.

SECTION 4: SCOPE OF SERVICES

A. Clinician Responsibilities

1. Field-Based Crisis Response

Clinician will respond in the field as a paired unit with a CIT-trained AAPD officer to provide:

- Behavioral-health assessment and clinical evaluation
- Crisis de-escalation and stabilization
- Safety planning and risk assessment
- Determination of appropriate level of care
- On-scene clinical intervention
- Coordinate immediate and follow-up care with CMH services, Supportive Connections, and other community supports, as needed

2. Paired Unit Model

Clinician will operate as part of a two-person co-response team with a CIT-trained AAPD officer. This partnership comprises the “A2 Reach Unit.” Each partner maintains distinct professional roles:

- Clinician provides clinical assessment, intervention, and care coordination.
- The officer ensures scene safety and performs law-enforcement duties as required.

3. Call Types

Clinician will participate with the A2 REACH Unit in response to all calls for service, with intentional prioritization of the following call types:

- Mental health crises presenting imminent risk of harm
- Suicide attempts or threats
- Acute substance-use crises
- Individuals with a documented history of behavioral-health needs
- Requests for assistance with involuntary psychiatric holds
- Situations identified through observations, leads, or tips where clinical intervention is warranted

4. Dispatch and Deployment

Clinician will participate in integrated dispatch operations, responding to calls assigned to the A2 REACH Unit. The Unit will remain in service for the full shift. When not assigned to a crisis call, the Clinician is expected to remain an engaged partner on routine law enforcement runs. This includes proactive engagement, early intervention opportunities, and supporting officers with behavioral health expertise, even outside crisis-specific calls.

5. Coordination with AAPD

Clinician will coordinate operations with AAPD, including:

- Participation in shift briefings and debriefings
- Collaboration with AAPD command staff

- Joint case coordination with the assigned CIT officer
- Participation in team-based problem-solving and continuous improvement

6. Service Coordination and Follow-Up

When clinically appropriate, the Clinician will:

- Facilitate warm handoffs to CMH teams or Ann Arbor Supportive Connections, as appropriate
- Ensure coordination of follow-up care for individuals served by A2 REACH
- Support continuity of care and stabilization
- Ensure individuals are connected to the appropriate level of behavioral-health services

B. Reporting, Documentation, and Information Sharing Requirements

Clinician will support shared reporting expectations and ensure timely, accurate, and lawful exchange of information between CMH and AAPD to facilitate coordinated crisis response, program evaluation, and continuity of care.

1. Data Collection and Reporting

Clinician will participate in joint data collection and reporting, including:

- Non-PHI data related to call types, dispositions, response times, and service linkages
- Documentation necessary for performance measurement and outcome tracking
- Contribution to monthly or quarterly program reviews, as requested by the City
- Submission of required documentation for program evaluation and quality-improvement activities

To support safe and effective co-response operations, CMH will ensure the Clinician shares information with AAPD that is:

- Operationally necessary for scene safety, risk assessment, and crisis stabilization
- Permitted under HIPAA, 42 CFR Part 2
- Relevant to the immediate crisis, including behavioral-health history, risk factors, and care considerations needed to guide the response

Information sharing shall occur in real time during field operations to ensure coordinated decision-making.

2. Information Sharing for Follow-Up and Care Coordination

Clinician will share information necessary to:

- Facilitate warm handoffs to CMH teams or Ann Arbor Supportive Connections

- Support continuity of care following A2 REACH encounters
- Ensure individuals are connected to the appropriate level of behavioral-health services
- Coordinate follow-up contacts when clinically appropriate

3. Limits on Information Sharing

Clinician will not disclose:

- Protected Health Information (PHI) beyond what is permitted under HIPAA for treatment, coordination of care, or safety purposes
- Substance-use treatment information protected under 42 CFR Part 2, unless a valid exception applies or consent is obtained

4. City Access to Program-Level Information

CMH will provide the City with:

- Aggregate, de-identified program data
- Trends, performance indicators, and outcome summaries
- Information necessary for program oversight, evaluation, and reporting to City Council

No PHI will be shared with the City unless expressly permitted by law or authorized by the individual through an Authorization to Disclose Protected Health Information.

SECTION 5: TRAINING AND PROFESSIONAL DEVELOPMENT

Clinician will:

- Participate in joint AAPD–CMH training, including CIT-aligned practices
- Maintain required continuing education
- Support cross-training for AAPD personnel on behavioral-health topics
- Engage in ongoing professional development relevant to crisis response
- Participate in operational training to ensure safety during field operations

SECTION 6: AVAILABILITY AND SCHEDULING

CMH will ensure the Clinician is scheduled to provide consistent coverage for the A2 REACH Unit in alignment with AAPD operational needs. Scheduling will be determined by the Ann Arbor Police Department Chief based on service demand and operational data. Flexibility in scheduling will be required to ensure alignment with call patterns and community need.

A daily log will be maintained by AAPD Command documenting the Unit's hours worked, including the specific hours worked by both the AAPD Officer and the CMH Clinician, as well as training completed, outreach activities, and any other duties performed as part of A2 REACH

operations. This log will serve as the official record of service delivery and will be used to verify hours toward the minimum annual requirement and support quarterly program evaluation.

SECTION 7: COMPENSATION

The city will compensate CMH an amount not to exceed \$135,000 annually for services provided to the A2 REACH Unit. This annual amount reflects a minimum of 2,080 hours of service performed by the Clinician per year, inclusive of time spent:

- Responding in the A2 REACH vehicle
- Participating in required training
- Conducting outreach or engagement activities on behalf of the AAPD

Compensation will be provided through monthly payments in the amount of \$11,250, submitted by the City to CMH.

SECTION 8: PROGRAM EVALUATION

The Executive Director or designee of Washtenaw County Community Mental Health and the Ann Arbor Police Chief or designee will participate in a structured quarterly program evaluation meeting to review the performance, operations, and strategic direction of the A2 REACH Unit. These meetings will be used to:

- Assess program performance, including trends in call types, dispositions, and service linkages
- Review operational challenges and identify opportunities for improvement
- Evaluate staffing, training, and resource needs
- Discuss policy or protocol adjustments necessary to support safe and effective field operations
- Review aggregate program data provided under Section 6.5
- Identify system-level improvements to strengthen crisis response, care coordination, and community outcomes

The quarterly meeting will serve as the formal venue for joint decision-making, program refinement, and alignment between CMH and AAPD leadership.

SECTION 9: EMPLOYMENT STATUS AND SUPERVISION

Clinician will at all times remain the exclusive employee of the County. Nothing in this Agreement shall be construed to create an employer-employee relationship between the City and the Clinician.

1. Administrative Direction:

The City shall have the right to direct the daily operational duties and priorities of the Clinician.

2. Clinical Oversight:

CMH will provide all clinical supervision for the assigned Clinician, including:

- Maintenance of licensure and credentialing
- Adherence to CMH clinical standards and protocols
- Access to clinical consultation and support
- Compliance with CMH documentation and reporting requirements

3. Employee Supervision:

The County retains sole authority over all personnel decisions, including but not limited to hiring, discipline, termination, compensation, and grievance procedures.

4. Employee Compensation/Taxes:

The County accepts exclusive liability for compensation and benefits for services performed by Clinician under this Agreement. County accepts exclusive liability for all applicable payroll taxes, including social security, federal, state and any City income tax withholding, federal and state unemployment taxes, and any penalties and interest on such payroll taxes resulting from amounts paid to any persons employed by County in performing services under this Agreement. Such persons will in no event be the employees of the City. County agrees to indemnify City from any and all taxes under the Internal Revenue Code and any penalties and interest thereon, resulting from failure of County to satisfy the continuation coverage requirements provided in Section 4980B of the Internal Revenue Code with respect to County's group health plans, if any, applicable to persons employed by County in performing services under this agreement. County must pay all income, single business, sales, use, property, and any other taxes, assessments and fees arising out of the County's performance of services under this Agreement, and must indemnify City for all such taxes, assessments and fees and any penalties and Interest on such taxes, assessments and fees levied against City or which City may be required to pay.

The County will compensate Clinician. The County will maintain all required human resources and compensation records, compute employees' compensation and withhold and pay all required employment taxes, pay all required worker's compensation, unemployment compensation, overtime and fringe benefits required by law or pursuant to each parties' respective policy. County will also perform such other duties and obligations for their employee as required to comply with any and all applicable federal, state and local statutes, ordinances, rules and regulations, including without limitation the maintenance of appropriate worker's compensation insurance, compliance with OHSA/MIOSHA requirements, and compliance with the Americans With Disabilities Act and the Michigan Persons with Disabilities Civil Rights Act.

SECTION 10: INDEMNIFICATION

To the extent permitted by law, the City will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the City's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of City, any sub-contractor, or any employee, agent or representative of the City or any sub-contractor.

To the extent permitted by law, the County will protect, defend and indemnify the City, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the County's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the City in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of County, any sub-contractor, or any employee, agent or representative of the County or any sub-contractor.

This section is not intended, and shall not be construed, to waive or limit any immunity defense which the respective governmental entity may have including, but not limited to, governmental immunity.

SECTION 11: INSURANCE

1. Liability Insurance. Each party shall maintain adequate liability insurance or a self-insurance program covering its own acts and omissions.
2. Workers' Compensation. The County shall maintain statutory workers' compensation insurance for the assigned Clinician.

SECTION 12: TERMINATION

1. Termination for Cause. The City may terminate this Agreement, in whole or in part, if County fails to comply with any material term, condition, or requirement of this Agreement and does not cure such non-compliance within thirty (30) days after receiving written notice from the City.
2. Termination for Convenience. The City may terminate this Agreement, in whole or in part, for convenience, without cause, upon sixty (60) days' written notice to County. Upon such

termination, the City shall only be responsible for payment of services satisfactorily performed up to the effective date of termination.

SECTION 13: COMPLIANCE WITH LAWS AND REGULATIONS

The County agrees to comply at its own expense with all health, safety, and work laws, regulations, directives, and rules, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

SECTION 14: EQUAL ACCESS

The City and County shall provide the services set forth in this Agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, disability, or age, height, and weight.

SECTION 15: EQUAL EMPLOYMENT OPPORTUNITY

In providing services under this Agreement the County will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, disability, 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 City and County acknowledge that both parties have adopted ordinances and/or policies to eliminate discrimination based on sex, race, sexual orientation, or a handicap in the hiring of applicant and the treatment of employees.

SECTION 16: GENERAL PROVISIONS

1. This Agreement may not be altered or amended except by written agreement, signed by the City Administrator or designee and the County Administrator or designee. All amendments to this Agreement are subject to the approval of the City Administrator and the County Administrator.
2. The provisions of this Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
3. This Agreement may be executed in several counterparts, each of which shall be deemed original. Such counterparts shall together constitute but one and the same Agreement.
4. The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement.
5. In the event that any provision contained in this Agreement is held unenforceable by a court

of competent jurisdiction, the remaining provisions shall continue. In the event that a portion of any provision is held unenforceable, the remaining portion of such provision shall nevertheless be carried into effect.

6. The Agreement shall be construed in accordance with the laws of the State of Michigan. The parties agree that Washtenaw County, Michigan is the proper forum for any litigation arising out of this agreement.
7. The failure of a party to enforce at any time the provisions of this Agreement shall not be construed as a waiver of any provision or of the right of such party thereafter to enforce each and every provision of this Agreement.
8. Neither party shall transfer or assign the Agreement without the written consent of the other party.
9. Any notice, request, demand, or other communication required or permitted thereunder shall be deemed properly given when received. All notices and submissions required under this agreement shall be by personal delivery, overnight delivery service, or by first-class mail, postage prepaid, to the address set forth above or such other address or method of delivery as either party may designate by prior written notice to the other.
10. This Agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral, except for the Partnership Agreement and Urban County Cooperative Agreement between the parties.
11. Both parties shall comply with all applicable federal, state and local laws, rules and regulations in performance of their respective obligations under this Agreement.
12. On matters that could involve an actual or perceived conflict of interest between the City and County, the Clinician shall disclose all pertinent facts relating to the potential conflict to the AAPD Chief of Police, who will advise the City Administrators, or designee, and the County Administrator or the County Administrator's designee, who will advise the Chief of Police regarding resolution of the conflict.

Signatures appear on the following page.

WASHTENAW COUNTY
A Michigan Constitutional Corporation

By _____

Trish Cortes, WCCMH Executive Director

By _____

Gregory Dill, County Administrator

By _____

Michelle Billard, Office of Corporation Counsel

By _____

Lawrence Kestnbaum, County Clerk/Register

CITY OF ANN ARBOR
A Michigan Municipal Corporation

By _____

Christopher Taylor, Mayor

By _____

Jacqueline Beaudry, City Clerk

By _____

Milton Dohoney Jr., City Administrator

By _____

Andre Anderson, Police Chief

By _____

Atleen Kaur, City Attorney