

**AN INTERLOCAL AGREEMENT
BETWEEN THE CITY AND COUNTY OF MISSOULA
FOR THE PROVISION OF MOBILE CRISIS RESPONSE SERVICES**

- I. PURPOSE.** The purpose of this Agreement is to articulate service administration and cost sharing between the City of Missoula and Missoula County for the provision of mobile crisis response services. “Agreement”, dated as of July 1, 2021 (the “effective date”), is entered into by and between the City of Missoula (hereinafter the “City”), a municipal corporation and political subdivision of the State of Montana, and the County of Missoula (hereinafter the “County”), a political subdivision of the State of Montana.
- II. AUTHORITY.** Interlocal Agreements are authorized within the provision of Title 7, Chapter 11, Part 1, MCA, known as The Interlocal Cooperation Act, the purpose of which is to permit local governments to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage.
- III. DEFINITIONS.**
- A. Mobile Support Team means the City/County mobile crisis response team, comprised of a Mental Health Professional (MHP), provided by the County through Partnership Health Center, and Emergency Medical Technician (EMT) provided by the City through its fire department, or equivalent that will meet Montana State House Bill 660’s (HB 660) definition of a ‘support person’ defined as a physician, a physician assistant, advanced practice registered nurse, registered nurse, emergency care provider, or a behavioral health peer support specialist.
- B. Mobile Crisis Response means the provision of emergency mental health and crisis services as delivered by the Mobile Support Team, including the following primary duties:
- a. Respond to calls identified as a behavioral health crisis by 9-1-1 dispatch, first responders, or law enforcement
 - b. Be dispatched through 9-1-1 for all calls, and
 - c. Respond to calls deemed safe by dispatch or first responders.
- C. Emergency mental health and crisis services means:
- a. Crisis intervention and de-escalation.
 - b. Stabilization of acute psychiatric and/or behavioral symptoms.
 - c. Mental health assessment of individuals.
 - d. Consultation with individuals, family members, providers, law enforcement and first responders.
 - e. Evaluation of treatment needs.
 - f. Transportation to appropriate secondary location.
 - g. Referrals to community resources.

- D. City Fire means the City of Missoula municipal fire service.
- E. Partnership Health Center means the federally qualified health center that is a department of Missoula County.
- F. Calls for service means a request to provide a response by the Mobile Support Team as received through any means including 9-1-1 Dispatch.
- G. Hours of operations means the hours of 10 am to 8 pm 7 days per week during which the Mobile Support Team is available to respond to calls for service.

IV. PROGRAM MANAGEMENT.

- A. Principal Executives shall comprise the Chief Administrative Officers of the City and County and the Missoula County Community Justice Department Director. The Principal Executives are responsible for developing and implementing the policy objectives for the program and ensuring adequate resources are available and maintained to ensure a successful implementation.
- B. Program Managers shall be the assistant fire chief of the City of Missoula Fire Department and the director of Partnership Health Center. The Program Managers are responsible for the day-to-day management of the program including budget, scheduling, and staff communication.
- C. Subject Matter Experts from the Missoula City Fire Department, Partnership Health Center, Community Justice Department and Office of Emergency Services shall be assigned by the Principal Executives. These Subject Matter Experts will have the responsibility of providing key technical information from the end user perspective.

V. FINANCE.

- A. Missoula Fire Department will create an annual budget to submit to the City of Missoula for review and approval. The budget will be provided to Missoula County to review by May 15 each year.
- B. Missoula Fire Department is responsible for coordinating grant applications and other funding sources for the program.
- C. The Mobile Support Team shall be funded by a variety of sources including City, County, and Partnership Health Center funds, and by other community partners or grants that may be obtained.
- D. The City of Missoula shall contribute up to sixty percent (60%) of the funding after grants and other revenues have been calculated.
- E. The County of Missoula shall contribute up to forty percent (40%) of the funding after grants and other revenues have been calculated.
- F. In the event that funding needs exceed the above formula the principals shall meet to determine the level of funding support needed for each agency to ensure the continuity of the program.

- G. Funds will not be used to pay for services that can be billed to Medicaid, Block Grant, or other State General Fund programs.
- H. The City will submit all final claims and corrected invoices (including supporting documentation for corrections) for the preceding fiscal year by July 31.

VI. CITY OF MISSOULA RESPONSIBILITIES.

- A. Coordinate planning, implementation, and provision of services with community stakeholders such as: local government(s) and their representatives, tribal government(s) and their representatives, behavioral health organizations, health care systems, healthcare providers, human service agencies, law enforcement officials, and community members.
- B. Employ Emergency Medical Technicians (EMTs) to assist in the provision of mental health and crisis response services on two mobile crisis unit teams. This includes adequate FTEs to ensure coverage for when staff are out on leave (i.e. sick, vacation, parental leave, etc.) without disruption to mobile crisis operations. EMTs will respond to 9-1-1 calls with a mental health professional from Partnership Health Center and will be dispatched by 9-1-1 through Missoula Fire when a mental health concern is reported.
- C. Ensure operation of Mobile Support Team 7 days a week, prioritizing the hours of 10 am to 8 pm. Work to develop staffing for 24/7 coverage in the future as needed.
- D. Provide access to a vehicle for transportation of individuals served by the Mobile Support Team.
- E. Provide services to a service area that includes the City of Missoula and outlying areas, if units are available and the dispatch is appropriate. Remote contact may be provided if appropriate.
- F. Provide requested data, metrics, and reporting regarding service provision to Missoula County through the Community Justice Department.
- G. Provide ongoing training and support for EMTs and other Mobile Support Team staff, including Crisis Prevention Training and training required as outlined in HB 660, passed by the 2019 Montana Legislature:
 - a. First Aid.
 - b. Cardiopulmonary resuscitation.
 - c. Nonviolent crisis resolution.
- H. Enter into a memorandum of understanding with Partnership Health Center outlining procedures, programs structures and policies.
- I. Provide program updates to other stakeholders as requested.

VII. COUNTY OF MISSOULA RESPONSIBILITIES.

A. Community Justice Department:

- a. Provide quality assurance and general oversight of data capture required to meet grant and local stakeholder requirements.
- b. Meet with Mobile Support Team staff throughout project to review data, metrics and reporting.
- c. Provide prompt payment of invoices.

B. Office of Emergency Management

- a. Provide 9-1-1 Dispatch Services.
- b. Provide Radio Communications Infrastructure.

C. Partnership Health Center responsibilities:

- a. Partnership Health Center will employ licensed clinical social workers (LCSW)/mental health professional (MHP) or LCSW/MHP workers in training to provide mental health services and crisis response on two Mobile Support Teams. This includes adequate FTEs to ensure coverage for when staff are out on leave (i.e. sick, vacation, parental leave, etc.) without disruption to mobile crisis operations.
- b. LCSW/MHPs will respond to 9-1-1 calls with Emergency Medical Technicians (EMT) employed by the Missoula City Fire Department and will be dispatched by 9-1-1 through Missoula Fire when a mental health concern is reported.
- c. When not on active 9-1-1 calls, these staff members will be in the community, building relationships with highly impacted community members (such as with people receiving services at the Poverello Center, people receiving services through the Gateway Center, people using non-sanctioned campsites, etc.) and liaising with the HOT and PACT teams. They may also respond to welfare checks and death notifications as requested by management.
- d. Partnership Health Center will provide behavioral health care management/case facilitation to support the two mobile crisis teams. Follow up will include:
 - i. Referrals to appropriate mental health services available in the community.
 - ii. Regular phone call check-ins on an as needed and case by case basis.
- e. Work with local mental health centers and other providers of mental health services, to ensure streamlined referrals for people assisted by the mobile crisis team.
- f. Enter into a memorandum of understanding with the Missoula City Fire Department outlining procedures, programs structures and policies.
- g. Maintain adequate malpractice insurance covering the LCSWs and other PHC employees working with the Mobile Support Team.

- h. Provide ongoing training and support for the LCSWs and other mobile crisis unit staff.
- i. Provide program updates to other stakeholders as requested.

VIII. EFFECTIVE DATE, DURATION AND DISSOLUTION.

- A. This Agreement will become effective and binding upon ratification by both parties.
- B. This Agreement will remain in effect until either a successor agreement is signed or both parties mutually agree to withdraw from the agreement.
- C. Any property acquired by the Mobile Support Team is owned by the City of Missoula, both for the duration of the agreement as well as upon partial or complete termination of this agreement.

IX. AMENDMENT OF AGREEMENT.

- A. Either party may initiate a request to amend this Agreement by providing a written copy of the proposed amendment to the other party for consideration. Any amendment will become effective only when agreed to in writing and approved by both governing bodies.

AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND COUNTY OF
MISSOULA FOR THE PROVISION OF MOBILE CRISIS RESPONSE
SERVICES

Mayor Jordan Hess

ATTEST:

Martha L. Rehbein, CMC, City Clerk

BOARD OF COUNTY COMMISSIONERS
Missoula County, Montana


6F45D38DCC41E9C2B2D512DC93A576B2 readysign
Chair Juanita Vero

Not Available
Commissioner Josh Slotnick


6505F04F0E410A08717D88906316 readysign
Commissioner Dave Strohmaier

ATTEST:

E941C347106B66B1F1E14B1915AFB4B77 readysign
Clerk & Recorder Tyler Gernant