

**MEMORANDUM OF AGREEMENT FOR USE OF A
PROFESSIONAL SERVICE PROVIDER**

between

**Montgomery County, by and through its
Department of Health and Human Services**

and

The Mayor and Council of Rockville

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement for use of a Professional Services Provider (this “**Agreement**”) is entered into and shall be effective as of this 1st day of July 2024, by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body corporate and politic and municipal corporation of the State of Maryland (the “**City**”), acting through its City Manager, and **MONTGOMERY COUNTY, MARYLAND**, a public body, (the “**County**”), acting through its Department of Health and Human Services (“**DHHS**”). Individually, the County and the City may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. **WHEREAS**, the Rockville City Police Department (“**RCPD**”) provides, among other things, direct patrol services to the public by responding to incidents within the municipal corporate boundaries of the City of Rockville, including incidents which involve individuals who are experiencing an emotional or behavioral health crisis (“**BHC**”); and
- B. **WHEREAS**, in order to enhance RCPD’s capacity for responding to incidents involving individuals who are experiencing a BHC, the City desires to utilize the services of a trained mental health professional employed by the County for the purpose of (i) responding to complicated mental health situations with RCPD law enforcement personnel as part of a “Co-Responder Team,” and providing telephonic assistance for individuals in crisis that have been in contact with RCPD law enforcement personnel, with the goal of reducing emergency room visits, psychiatric hospitalizations and arrests, as well as providing referrals to community-based services, (ii) coordinating crisis intervention training (“**CIT**”), mental health first aid course training, and other in-service trainings on mental health situation responses for RCPD law enforcement personnel, (iii) providing limited outreach and case management services for individuals that are in frequent contact with RCPD and other law enforcement personnel; and (iv) any other such services as deemed necessary consistent with the Scope of Work; and
- C. **WHEREAS**, DHHS employs “Therapist II – 24 Crisis Services” employees (“**County Crisis Response and Support Division Therapists**”) who are members of the Montgomery County Police Department’s Crisis Response and Support Division that, among other things, (i) provide advanced and specialized mental health services to assist sworn Montgomery County Police Department (“**MCPD**”) police officers and non-sworn MCPD staff in identifying, evaluating, and providing mental health resources to individuals experiencing a BHC, and (ii) provide assistance to the County CIT Coordinator with the operations and training of County CIT teams; and
- D. **WHEREAS**, the City desires to utilize the professional services of County Crisis Response and Support Division Therapists from the County in order to facilitate the City in enhancing RCPD’s capacity for responding to incidents involving individuals who are experiencing a BHC, and the County, through its DHHS, agrees to provide the professional services of a

County Crisis Response and Support Division Therapists, pursuant to the terms of this Agreement; and

- E. **WHEREAS**, the status of the County Crisis Response and Support Division Therapist shall remain employees of the County and not agents, servants, employees or representatives of the City in the performance of this Agreement. The County shall remain responsible to the therapists for all salary, performance, and benefits purposes. No term or provision of, or any act of the Parties, including the County Crisis Response and Support Division Therapist, shall be construed as changing the status of the County Crisis Response and Support Division Therapists; and
- F. **WHEREAS**, pursuant to Section 17-87(a)(5) of the Rockville City Code, the City has authority to enter into this Agreement for the use of the professional services of a County Crisis Response and Support Division Therapists from the County.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the cooperative actions contemplated hereunder, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties agree as follows:

I. INCORPORATION OF RECITALS

The foregoing recitals above are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Agreement. Accordingly, the foregoing recitals above are fully incorporated into this Agreement by this reference as if fully set forth herein.

II. SERVICES, RESPONSIBILITIES AND OBLIGATIONS

- A. Services. The County, through its DHHS, shall provide the professional services of a County Crisis Response and Support Division Therapist to the City, as more specifically described in Exhibit A attached hereto and incorporated by this reference (the “**Services**”), in a manner consistent with the accepted practices for other similar services and when and as specified by the City Manager and his authorized designee(s).
- B. Policies. Parties shall develop and agree to procedures and protocols which delineate public safety and behavioral health activities.
- C. Cooperation. The City shall afford to the County cooperation in all matters required for the performance of the County’s obligations under the Agreement. The City shall promptly and fully respond to all communications of the County relating to the provision of the Services and liaise with the County on matters relevant to the provision of the Services.

- D. Verification of Licensure. The County will provide proof of verification of professional licensure and other information, as needed, to confirm that staff employed by the County are certified to provide the Work.
- E. IT Support. RCPD will provide a computer and computer support and also username and access to their network as necessary for the County Crisis Response and Support Division Therapists to perform their responsibilities. The County will provide username and access to the montgomerycountymd.gov networks. Activity on Montgomery County network will be in accordance with county policies and procedures. Montgomery County assumes no responsibility for City of Rockville network, data, information or IT equipment.

III. TERM

This Agreement shall have a term of two (2) fiscal years, commencing upon July 1, 2024, and ending two (2) years later at 11:59 p.m., unless this Agreement is earlier terminated pursuant to Article IV below (the “Term”).

IV. TERMINATION

Prior to the expiration of the Term, either Party may terminate this Agreement with or without cause, by giving the other Party written notice of at least three (3) months.

V. PAYMENT

- A. Total Compensation. As full compensation for the Services provided hereunder by the County, through its DHHS, and performed by a County Crisis Response and Support Division Therapist, the City shall reimburse to the County in arrears the costs of employing one (1) full-time County Crisis Response and Support Division Therapist employee. During the Term of this Agreement, the City’s reimbursement payments to the County shall be made quarterly, in arrears, and shall not exceed a total of One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00) each fiscal year (July 1, 2024 to June 30, 2025, and July 1, 2025 to June 30, 2026, respectively) – which total amount includes, but is not limited to, the salary and benefits, overtime, and the multilingual pay differential (if any) of one (1) full-time County Crisis Response and Support Division Therapist employee, and the one-time expense of County issued personal computer with software for the County employee.
- B. Method of Payment.
 - 1. On or about the date which is four (4) months following commencement of the Term, and every four (4) months thereafter during the Term, the County shall submit an invoice to designated staff of the City Manager’s Office, for the time and any overtime provided by the County Crisis Response and Support Division

Therapist employee (the “**County Invoice for Services**”) during the respective invoicing period.

2. Upon approval of the County Invoice for Services by designated staff of the City Manager’s Office, which approval shall not be unreasonable withheld, the City shall pay the County within thirty [30] days receipt of the invoice.

VI. COMPLIANCE WITH LAWS

The County and the County Crisis Response and Support Division Therapists are responsible for compliance, h and performance of the Services, in accordance with all applicable federal, state, and local laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended during the Term.

VII. ASSURANCES

The County affirms that the County Crisis Response and Support Division Therapists have the requisite training, skill and experience necessary to provide the Services and are appropriately accredited and licensed by all applicable agencies and governmental entities.

VIII. CONFLICT OF INTEREST

- A. The Parties understand and acknowledge that the County Crisis Response and Support Division Therapists are employees of the County and that the City shall be neither liable nor obligated to pay the County Crisis Response and Support Division Therapists sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment.
- B. Insurance that is purchased pursuant to Section X of this agreement, for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the County Crisis Response and Support Division Therapists, shall not be deemed to convert this Agreement to an employment contract.
- C. Other Services. The parties recognize and understand that the County Crisis Response and Support Division Therapists may perform professional services during the Term for parties other than the City; provided, however, that such performance of other services shall not conflict with or interfere with the County Crisis Response and Support Division Therapists performance of the Services. The County agrees to resolve any such conflicts in favor of the City.

IX. CONFIDENTIALITY

- A. Non-Disclosure. The County agrees that the County Crisis Response and Support Division Therapists shall not disclose any information and/or documentation obtained

by the County Crisis Response and Support Division Therapists in performance of this Agreement that has been expressly declared confidential by the City (“**Confidential Information**”).

- B. Applicable Laws Compliance. Parties will make certain that their activities are consistent with all applicable laws, regulations, and sound administrative practices and procedures.
- C. HIPAA Compliance. City shall cooperate with County in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164, Maryland State and local laws and regulations governing confidentiality.
- D. Confidential Information. No Party shall release any confidential information regarding or resulting from this Agreement to the public, government or outside stakeholders, except as required by law, including the Maryland Public Information Act (MPIA) without prior written approval of each party. This information includes, but is not limited to, press releases, promotional literature and research.
- E. Required Disclosure. In case Confidential Information is required to be disclosed by a Party by virtue of a court order or statutory duty, the disclosing Party shall be allowed to do so, provided that it shall without delay inform the other Party in writing of receipt of such order or duty and enable the Party reasonably to seek protection against such order or duty.

X. INDEMNIFICATION / INSURANCE

- A. Indemnification / Hold Harmless. The Parties shall indemnify and hold each other harmless for the negligent acts or omissions of the indemnifying party’s employees, agents, or officials in performing its responsibilities under this agreement. Any indemnification is limited by the damage caps and notice requirements stated in the Local Government Tort Claims Act, LGTCA, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq.; Md. Code Ann., Cts. & Jud. Proc. § 5-303, et seq. and Md. Code Ann., Cts. & Jud. Proc. § 5-509, and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02 (together the “County Indemnification Statutes”), all as amended from time to time, and is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.
- B. Insurance Term. The County shall procure and maintain for the duration of the Agreement, coverage against claims for injuries to persons or damage to property which may arise from or in connection with the negligent acts or omissions in the performance of the Services hereunder by employees of the County Crisis Response and Support Division Therapists. County shall have the right to self-insure.

- C. No Limitation. The County's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the County to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The County's insurance coverage shall be primary insurance as respects to the City and any insurance or self-insurance maintained by the City shall be excess of the County's insurance and shall not be called upon to contribute with it. Any indemnification is limited by the damage caps and notice requirements stated in the Local Government Tort Claims Act, LGTCA, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq.; Md. Code Ann., Cts. & Jud. Proc. § 5-303, et seq. and Md. Code Ann., Cts. & Jud. Proc. § 5-509, and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02 (together the "County Indemnification Statutes"), all as amended from time to time, and is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.
- D. Minimum Scope of Insurance. County shall maintain coverage, or evidence of self-insurance, of the types and limits described below:
1. Workers' Compensation insurance coverage with statutory minimum limits.
 2. Commercial General Liability insurance with limits of \$400,000 per an individual claim and \$800,000 per total claims that arise from the same occurrence.
 3. Professional liability (errors and omissions liability) insurance with limits of \$400,000 per an individual claim and \$800,000 per total claims that arise from the same occurrence.

XI. WORK PRODUCT

Any deliverables identified in the Services or otherwise identified in writing by the City that are produced by the County Crisis Response and Support Division Therapists in performing the Services under his Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City Manager, or his designee by the County Crisis Response and Support Division Therapists at the termination or cancellation date of this Agreement, or as soon thereafter as possible.

XII. NON-APPROPRIATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue this Agreement after the end of the current fiscal period. At least ninety (90) days prior to the depletion of the allocated funds, parties will reconvene to discuss the terms of this agreement.

XIII. MISCELLANEOUS PROVISIONS

- A. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the County and the City shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the City: City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850
Attention: Jeff Mihelich, City Manager
Email: JMihelich@rockvillemd.gov

With Copies to: Robert E. Dawson, City Attorney
Email: RDawson@rockvillemd.gov

Jason West
Rockville Interim Chief of Police
Email: JWest@rockvillemd.gov

Susan Seling
Director of Human Resources
Email: SSeling@rockvillemd.gov

To the County: Mónica A. Martín
Chief, Behavioral Health and Crisis Services
401 Hungerford Drive, 5th Floor
Rockville, Maryland 20850
Email: monica.martin@montgomerycountymd.gov

With Copies to: Dorné Hill
Senior Administrator, Crisis Center
1301 Piccard Drive, 1st Floor
Rockville, Maryland 20850
Email: dorne.hill@montgomerycountymd.gov

Beth Tabachnick
Manager, Crisis Center
1301 Piccard Drive, 1st Floor
Rockville, Maryland 20850
Email: beth.tabachnick@montgomerycountymd.gov

Joy Royes
Chief, Governance, Risk and Compliance
401 Hungerford Drive, 5th Floor
Rockville, Maryland 20850
Email: joy.royes@montgomerycountymd.gov

Mark Hodge
Chief Operating Officer
401 Hungerford Drive, 5th Floor
Rockville, Maryland 20850
Email: mark.hodge@montgomerycountymd.gov

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

- B. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party be reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.
- C. No Third-Party Beneficiary. No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.
- D. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland. The exclusive venue for litigation shall be Montgomery County. If the Parties are not able to resolve disputes directly with each other, the Parties may, prior to litigation, attempt to resolve any disputes that arise out of this Agreement through mediation before a mutually acceptable mediator.
- E. Entire Agreement, Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to the provision of professional services by the County, through its DHHS. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.
- F. Time of the Essence. Time is of the essence in the performance of this Agreement.

- G. Language Construction. The language of each and all paragraphs, terms, and/or provisions of this Agreement shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its plain meaning, not for or against any Party, and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.
- H. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
- I. Exhibits. All Exhibits referred to in this Agreement are by such reference fully incorporated herein.

[Signatures and acknowledgments appear on the following page]

IN WITNESS WHEREOF, Montgomery County, acting through its Department of Health and Human Services, and the Mayor and Council of Rockville have each executed this Agreement under seal in duplicate, in the name and on behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first written above.

THE CITY OF ROCKVILLE

Approved as to form:

**THE MAYOR AND COUNCIL OF
ROCKVILLE**, a Maryland municipal
corporation

Robert E. Dawson, City Attorney

By: _____
Jeff Mihelich, City Manager

MONTGOMERY COUNTY, MARYLAND

Approved as to form:

Trevor Ashbarry 2/12/25
Trevor Ashbarry, Chief
Division of Finance and Procurement
Office of the County Attorney

By: Earl P. Stoddard III 04/29/2025
Earl P. Stoddard, III, Ph.D., MPH, CEM
Assistant Chief Administrative Officer

Recommended

By: James C. Bridgers, Jr., PhD 03/04/2025
James C. Bridgers, Jr., Ph.D., MBA
Director, Department of Health and
Human Services

EXHIBIT A

Services to be provided by County Crisis Response and Support Division Therapist

Statement of Work

Description of major duty and supporting tasks
<p>Major Duty: Provide Consultation and Conduct Evaluations</p> <p>Tasks Include:</p> <ul style="list-style-type: none">• Serve as primary mental health consultant for RCPD sworn officers and professional staff• Conduct mental health evaluations, formulate diagnostic impressions, and facilitate appropriate clinical referrals as indicated for individuals in behavioral health crises who come into contact with the police• Initiate Emergency Evaluation Petitions as appropriate• Assist RCPD as appropriate with critical incident response, including conducting defusings/debriefings as necessary• Provide information on behavioral health resources and general psychoeducation to community members as needed
<p>Major Duty: Training</p> <p>Tasks Include:</p> <ul style="list-style-type: none">• Assist RCPD officers and DHHS partners with conducting basic and advanced level trainings on a variety of prescient behavioral health topics• Identify behavioral health training needs for focused audiences (eg: specialized units, professional staff, and community partners) and develop appropriate training curriculum• Provide advanced trainings to RCP officers as indicated• Provide consultation as indicated regarding effective behavioral health curriculum for law enforcement agencies• Assist, plan and present with/for the Training Division on behavioral health issues, for the professional development of department personnel.
<p>Major Duty: Research and Record Keeping</p> <p>Tasks Include:</p> <ul style="list-style-type: none">• Maintain and update clinical records in accordance with all applicable local and federal regulations for protected health information• Using Emergency Evaluation Petitions and other data, identify individuals with mental health needs who are high utilizers of RCP resources and assist in coordinating intervention with community partners to aid in more effectively connecting individuals with behavioral health providers and reducing frequency of interactions with RCP• Research behavioral health related issues and make policy recommendations as requested• May prepare court testimony as needed
<p>Major Duty: Liaison and attend meetings</p> <p>Tasks Include:</p> <ul style="list-style-type: none">• Serve as a clinical liaison with community behavioral health providers (e.g.: DHHS programs, hospitals, inpatient behavioral health facilities,) attending meetings as indicated, to identify and problem solve challenges that arise between providers and law enforcement• Serve as a clinical liaison with community behavioral health providers (e.g.: DHHS programs, hospitals, inpatient behavioral health facilities,) attending meetings as indicated, to identify and problem solve challenges that arise between providers and law enforcement• Facilitate referrals to Montgomery County Mental Health Court as indicated/appropriate• Serve on any relevant community behavioral health panels as a liaison between clinical providers and law enforcement• Serve as a liaison with outside groups and agencies that deal with the mentally ill in order to stay current on available resources, programs, and trainings, as well as coordinate for partnerships in training each other and having access to the EHR.• Attend RCP staff meetings when requested to provide updates, make recommendations regarding community members, describe services provided to clients, and address needs of the department

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Signature: 
James Bridgers (Apr 3, 2025 08:53 EDT)

Email: James.Bridgers@montgomerycountymd.gov