

**MEMORANDUM OF AGREEMENT
BETWEEN THE
[Name of LE Agency]
AND
[Name of BH Agency]
FOR
PARTNERSHIP IN CONTINUING THE
[Name of Program of Operation]**

This Memorandum of Agreement (MOA) is entered into by the [Name of LE Agency] and the [Name of BH Agency] for the purpose of continuing the [Program Name], which consists of the [Detailed description of Program Initiatives]

I. LIFE OF THIS AGREEMENT

This agreement is effective on the first day of [Include date], and terminates upon mutual agreement between the [Name of LE Agency] and [Name of BH Agency]. The life of this agreement is also subject to Section IX of this MOA.

II. AUTHORITY

The foundation of this agreement is established pursuant to the written communication between [Name of LE Agency] and the [Name of BH Agency] on [Date of initial communication].

III. PURPOSE OF THIS AGREEMENT

[Include purpose of agreement here]

IV. NAME OF JOINT OPERATION

[If applicable, include name of joint Operation with brief description]

V. MISSION OF THE OPERATION

[Include Mission of Operation here]

VI. MANAGEMENT OF OPERATION

Executive [Name of LE Agency] management responsibility over the [Name of Operation] shall remain with the Program Coordinator assigned to [Name of Division/Unit]. Functional [Name of LE Agency] management responsibility shall remain with the Captain assigned to [Name of Unit / Division]. Line management responsibility over the [Name of Operation] shall remain with the [Name of LE Agency] Mental Illness Project Coordinator assigned to the [Name of Operation/Division/Unit].

Executive [Name of BH Agency] management responsibility over the [Name of BH Agency] personnel assigned to the [Name of Operation] shall remain with the [Title of BH Agency Personnel] in the [Name of BH Agency]. Functional [Name of BH Agency] management responsibility shall remain with the [Title of BH Agency Personnel] at the [Name of BH Agency]. Line management responsibility over [Name of BH Agency] personnel assigned to [Name of Operation] shall remain with the [Name of BH Agency] [Title of BH Agency Personnel], assigned to the [Name of Operation].

The [Name of LE Agency] shall recognize the [Title of BH Agency Personnel] from the [Name of BH Agency] and the [Title of LE Agency Personnel] of [Name of Agency] staff officer equivalents. The [Name of LE Agency] shall recognize the Title of LE Agency Personnel] as [Name of Agency] as a LAPD command officer equivalent.

VII. CONDITIONS AND PROCEDURES

A. DEPLOYMENT OF PERSONNEL BY [Name of LE Agency]

[Insert detailed information on deployment of personnel from LE Agency]

B. DEPLOYMENT OF PERSONNEL BY [Name of BH Agency]

[Insert detailed information on deployment of personnel from BH Agency]

C. OFFICE SPACE, TRANSPORTATION, EQUIPMENT AND SUPPLIES

[If Applicable, insert information regarding [Name of LE Agency] provision of office space, transportation, equipment use, and supplies for [Name of BH Agency] personnel.

D. ACCESS TO POLICE FACILITIES

[If Applicable, insert information on access to [Name of Agency] facilities by [Name of BH Agency] personnel.

E. CONFIDENTIALITY AND SHARING OF INFORMATION

All personnel assigned to the [Name of Operation] shall be knowledgeable and abide with the provisions of the law pertaining to confidentiality of information related to a client's mental history and other medical records, and shall be in HIPPA (Health Information Privacy Protection Act) compliance both in areas of privacy and security of protected health information.

The mental health history of a client is accessed only by [Name of BH Agency] clinicians and is made available to police only during critical incidents. The clinicians may disclose appropriate and relevant information and any other protected mental health information to other specialized units within [Name of LE Agency] in the following circumstances:

- In response to a court order, warrant, subpoena, summons or process issued by a court.
- If the clinician believes that the client presents a serious present or imminent danger of violence to self or another person.

F. RESPONSIBILITY FOR DISPATCHING SMART OR CAMP

The [Name of LE Agency] [Name of Program] management will serve as the primary authority for generating work, and in dispatching program team when requests are made for their services. The [Name of Agency] management will prioritize all calls for service and dispatch accordingly. The [Name of BH Agency] agrees not to direct or re-direct [Name of BH Agency] personnel to perform duties not identified by the [Name of LE Agency] management. The [Name of BH Agency] will permit the [Name of Operation] to function within the confines of the [Name of LE Agency] structure and mission.

G. OFF-HOUR MANAGEMENT OF MENTAL ILLNESS RESPONSE CALLS

[If applicable, insert information regarding off-hour management of mental illness response calls]

H. UNUSUAL OCCURRENCES AND TACTICAL MOBILIZATIONS

[If applicable, insert information regarding unusual occurrences and tactical mobilizations]

I. TRAINING

The [Name of LE Agency] will provide [Name of BH Agency] personnel with Mental Health Intervention Team training, and Crisis Negotiation Team training. The [Name of BH Agency] shall provide sworn [Name of Program] personnel mental illness field and investigative training relative to the [Name of Program] missions. The [Name of BH Agency] shall provide intellectual and personnel support to the [Name of LE Agency] for its mental illness training conferences and classroom training sessions as requested by the [Name of LE Agency].

VIII. PROGRAM AUDIT

This MOA and its obligations are subject to audit by both the [Name of LE Agency] and [Name of BH Agency]. Audits can occur as each department deems appropriate to assesses compliance with the terms of this MOA. The [Name of Agency] agrees to maintain all records relating to [Program Name] operations consistent with [Name of LE Agency] procedures governing records retention. The [Name of BH Agency] client records shall be housed for a period of seven years after contact with the client is terminated in compliance with the Welfare and Institutions Code. The [Name of BH Agency] will similarly retain its operations documents consistent with [Name of BH Agency] procedure governing records retentions.

IX. REVISIONS AND CANCELLATIONS

The terms of this agreement may be amended upon written approval by both original parties, and their designated representatives. The MOA becomes effective upon the date of approval. Either party can cancel this agreement upon 60 days written notice to the other party.

X. NO PRIVATE RIGHT CREATED

This is an internal Government MOA between [Name of Agency] and [Name of Agency] and is not intended to confer any right or benefit to a private person or party.

NAME
Chief of Police/ Sheriff
LE Agency Name
City, State
Date: _____

NAME
Director
BH Agency Name
City, State
Date: _____