

MCRT MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made between Telecare Corporation. ("Telecare") and _____ ("Partner") (individually, "Party" and collectively "Parties), effective **DATE** ("Effective Date").

RECITALS

- A. WHEREAS, the County of San Diego's Health and Human Services Agency ("County") offers behavioral health services to residents of the County, including responding to urgent and emergency calls involving behavioral health crises;
- B. WHEREAS, the County has contracted with Telecare to respond to urgent and emergency calls involving behavioral health crises through Mobile Crisis Response Teams ("MCRTs") that provide non-law enforcement intervention for individuals experiencing crises and that connect them with the most appropriate level of behavioral health care;
- C. WHEREAS, County expects Telecare to coordinate its MCRT services with various local jurisdictions, including law enforcement agencies, fire departments, universities, and schools, through contracts and associated protocols;
- D. WHEREAS, Partner is a University that wishes to obtain Telecare's MCRT services and to coordinate them with its own services; and
- E. WHEREAS, Telecare and Partner desire to enter into this Agreement to set forth their understandings regarding Telecare's provision of MCRT services to individuals within Partner's jurisdiction.

THEREFORE, in consideration of the foregoing recitals, the Parties agree as follows:

1. TELECARE'S RESPONSIBILITIES. Telecare will fulfill the following responsibilities under this Agreement:

- 1.1** Accept referral calls from the County's Access and Crises Line or 9-1-1 that have been appropriately screened to meet all of the MCRT criteria, as outlined in in the Exhibit to This Agreement titled "MCRT Referral Criteria" ("MCRT Criteria").
- 1.2** Provide staff for each call, consisting of a Behavioral Health Clinician, Case Manager, and/or Peer Staff.
- 1.3** Coordinate behavioral health services for the individual experiencing a behavioral health crisis including, but not limited to: screenings; crisis triage assessments; crisis intervention and stabilization; safety planning; care coordination; transport to an appropriate health care setting when clinically indicated; and performance of a clinically necessary 5150 involuntary hold when all criteria are met;
- 1.4** Perform referrals to community-based organizations to meet the needs of the target populations.
- 1.5** Develop partnerships with community members and organizations to

coordinate and enhance MCRT services;

- 1.6 Participate with partners and other community members to optimize “warm-hand-offs” of individuals experiencing behavioral health crises and/or create clinically appropriate joint responses to best serve persons in crisis:
- 1.7 Provide educational meetings and trainings about MCRT services to Partner, community-based organizations, social services, businesses, schools, and other groups;
- 1.8 Respond to requests for de-identified data reports related to MCRT calls and referrals, as permitted under state and federal laws; and
- 1.9 Comply with all laws and regulations pertaining to health information.

2. LIMITATIONS OF TELECARE'S RESPONSIBILITIES. The Telecare MCRT's responsibilities will be limited as follows:

- 2.1 When entering and leaving school campus', MCRT will attempt to notify the “school point person” initially identified to provide a need-to-know informational update and next steps for the purposes of safety when the assessment is completed.
- 2.2 The MCRT will not perform any hands-on intervention; if any hands-on intervention is required, the MCRT will divert the matter to law enforcement.
- 2.3 The MCRT will direct callers to law enforcement when:
 - 2.3.1.1 The MCRT is not available for a timely response; and/or
 - 2.3.1.2 The individual experiencing a behavioral health crisis has a weapon; is in immediate risk of harm to self or others; is having a medical emergency; is involved in serious criminal activity; is known to be wanted in connection with an ongoing criminal investigation; or law enforcement was specifically requested.

3. PARTNER'S RESPONSIBILITIES. Partner will fulfill the following responsibilities under this Agreement:

- 3.1 Refer calls that meet the MCRT Criteria to Telecare MCRT;
- 3.2 Participate in planning meetings to determine workflows, establish program timelines and roll out dates, and address any new or ongoing issues;
- 3.3 Provide a tour of the service areas and updated maps so that the MCRTs are aware of where they will be dispatched and, whenever

possible, provide interactive maps to optimize the MCRT's response time;

- 3.4 Arrange educational meetings where MCRTs can meet with local community members; and
- 3.5 On arrival to the school campus, when possible, the school will provide the MCRT Mobile Team with a singular "point person" on MCRT arrival to ensure clear communication of situation and needs.

4. PRIVACY AND SECURITY OBLIGATIONS. Each Party will comply with all applicable statutes, regulations, rules, and policies and procedures pertaining to the privacy and security of health information, including but not limited to California Welfare and Institutions Code Section 5328, California Civil Code Section 56.10 *et seq.*, the FBI Criminal Justice Information Services (CJIS) Security Policy, California Government Code Section 6200 *et seq.*, California Penal Code Sections 11142 and 13303, California Vehicle Code Section 1080.45, and the federal Health Insurance Portability and Accountability Act (HIPAA).

- 4.1 Pupil records will not be shared with MCRT. Nor will MCRT request pupil records.

5. CONFORMANCE WITH RULES AND REGULATIONS. The Parties shall be in conformity with all applicable federal, state, county, and local laws, rules, and regulations, current and later enacted, including facility and professional licensing and certification laws and shall keep in effect all required licenses, permits, notices, and certificates. The Parties shall further comply with all laws applicable to wages and hours of employment, to occupational safety, and to fire safety, health, and sanitation.

6. TERM OF AGREEMENT. This Agreement will become effective on the Effective Date and will remain in force until terminated in accordance with Section 7 below.

7. TERMINATION OF AGREEMENT. Either Party may, by written notice, terminate this Agreement at any time without cause by giving sixty (60) days' prior written notice to the other Party.

8. LIABILITY. Each Party agrees to assume responsibility for the acts, omissions, or conduct of its employees, officers, or agents. Each Party shall immediately notify the other Party of any civil, criminal, or administrative claim, complaint, discovery request, or other request for information that it receives arising from actions under this Agreement.

9. INDEMNITY

- 9.1 Claims Arising from Sole Acts or Omissions of a Party. Each Party hereby agrees to defend and indemnify the other Party, its agents, officers, and employees, from any claim, action, or proceeding against the other Party, to the extent that it arises out of the notifying Party's acts or omissions in the performance of this Agreement. At its sole discretion, each Party may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve the Party of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action, or proceeding arising from this Agreement and shall cooperate fully in the defense.

9.2 Claims Arising from Concurrent Acts or Omissions. The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 9.3 below.

9.3 Joint Defense and Reimbursement and Reallocation. Notwithstanding Section 9.2 above, in cases where they agree in writing to a joint defense, the Parties may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of the Parties. Joint defense counsel shall be selected by mutual agreement of the Parties. The Parties agree that no Party may bind another to a settlement agreement without the written consent of the other Party. The Parties further agree to share the costs of such joint defense and any agreed settlement in equal amounts. Notwithstanding the foregoing, where a trial verdict or arbitration award in a joint defense case determines the comparative fault of the parties, either Party may seek from the other Party such reimbursement and/or reallocation of defense costs, judgments and awards, as is consistent with -such comparative fault.

10. INSURANCE. Each Party shall obtain at its own cost and expense, and keep in force and effect during the term and any extensions of this Agreement, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such Party under this Agreement. Minimum policy limits maintained by a Party shall in no way limit the Party's indemnification obligations.

11. GOVERNING LAWS AND CHOICE OF VENUE. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California and venue shall be in the Superior Court for the County of San Diego.

12. THIRD PARTY BENEFICIARIES EXCLUDED. This Agreement is intended solely for the benefit of Telecare and Partner. Any benefit to any third party is incidental and does not confer on any third party any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

13. AMENDMENTS. Either Party may propose amendments to this Agreement by providing written notice of such amendments to the other Party. This Agreement may be amended only by a written amendment signed by both Parties.

CONTACT PERSON AND NOTICE. The following individual is designated as the Party Contact Person. Any Party may change its Contact Person by providing written notice of the change to the other Party. Any notices related to this Agreement shall be provided to the Contact Person:

TELECARE

PARTNER

Name: Breawna Lane

Name: _____

Role: Administrator

Role: _____

Phone: (619)346-8484

Phone: _____

Email: blane@telecarecorp.com

Email: _____

Address: 409 Camino Del Rio South

Address: _____

Suite 201,

San Diego, CA 92108

1. FULL AGREEMENT. This Agreement represents the full and entire agreement between the Parties and supersedes any prior written or oral agreements that may have existed.

2. SCOPE OF AGREEMENT. This Agreement applies only to the MCRT program and does not set forth any additional current or future obligations or agreements between the Parties, except that the Parties may by written amendment amend the scope of this Agreement.

3. COUNTERPARTS. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument.

4. SEVERABILITY. If any terms or provisions of this Agreement or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the maximum extent permitted by law.

IN WITNESS WHEREOF, the Parties agree to the foregoing through the execution of this Agreement by their respective duly authorized representatives as of the Effective Date.

Approved as to Content:

TELECARE

PARTNER

Signature: _____

Signature: _____

Name: Dawan Utecht

Name: _____

Title: SVP & Chief Dev Officer

Title: _____

Date: _____

Date: _____

EXHIBIT A

MCRT REFERRAL CRITERIA

- No injuries to any person that would require a medical response.
- No deadly weapons involved in the incident known to be in the possession of the individual experiencing a behavioral health crisis.
- The individual experiencing a behavioral health crisis is not suspected or involved in a serious criminal activity related to this call. Any call involving serious criminal activity will required immediate law enforcement action.
- The individual experiencing a behavioral health crisis is not known to be wanted in connection with an ongoing law enforcement investigation. All Partners and law enforcement agencies will adhere to their own agency policies and procedures when querying individuals via California Justice Information System (CJIS)/California Law Enforcement Telecommunications System (CLETS).
- No threat of immediate violence, reasonable potential for immediate violence, or use of violence against any person (including the person in crisis, MCRT members, or any person). Threats include immediate self-inflicted violence, such as suicide.
- Law enforcement is not specifically requested

