

Agreement for Community Mental Health Services

Parties. The parties to this agreement shall be Downtown Billings Alliance, a non-profit corporation, and Yellowstone County (County), a political subdivision for the State of Montana.

Purpose. The purpose of this agreement is to have Downtown Billings Alliance, perform necessary public mental health services for the citizens of the County and to further provide services to all persons who come into contact with: 1) law enforcement personnel within the county; or 2) who are incarcerated in the Yellowstone County Detention Facility; and 3) who are screened and are reasonably found to be in need of mental health services.

This Agreement constitutes the basic agreement between the parties for the accomplishment of four goals: 1) provide behavioral health intervention for the population most likely to disrupt public safety and at high risk for recidivism; 2) identify habitual users of social/clinical services; 3) facilitate effective hand-offs from law enforcement to behavioral health crisis support and from behavioral health crisis support to supportive services; and 4) track these outcomes and provide reports quarterly of identified data to the Board of County Commissioners.

The services to be provided shall serve to mitigate the expensive alternative of sending patients to hospital emergency rooms. It is at these emergency rooms that law enforcement officers spend a great deal of “down time” providing security in the hospitals rather than conducting traditional law enforcement functions.

Additionally, the alternative mental health treatment shall serve to track those persons identified as being within the group defined in this section to help engender further support services to mitigate further contact with the criminal justice system.

Authority to Contract. Yellowstone County enters into this agreement pursuant to the authority found in Section 53-21-1010(5), MCA.

Term. The term of this agreement shall begin on July 1, 2023 and shall automatically renew for one year periods subject to the termination provisions contained in this agreement. Provided, however, that the County’s consideration to be paid to Downtown Billings Alliance shall be subject to modification by the County depending upon the budget needs of Downtown Billings Alliance, and the availability of the County’s funding, including but not limited to the amount of funding available through the County’s Public Safety Mill Levy supporting Mental Health Services in Yellowstone County.

Consideration of the Parties. The consideration of the Downtown Billings Alliance, is that it shall provide mental health services to indigent persons who come into contact with law enforcement within Yellowstone County or are incarcerated in the Yellowstone County Detention Facility and who are screened by Downtown Billings Alliance, and are reasonably found to be in need of mental health services.

The County’s consideration is subject to annual appropriation and shall be determined each year by the BOCC weighing the demand for mental health services that meet the definition of services to be provided and the amount of available funding, including but not limited to monies generated from the Public Safety Mill Levy to Support Mental Health Services in Yellowstone County.

Erroneous and Improper Payments. The Downtown Billings Alliance, may not retain any monies the County pays in error. The Downtown Billings Alliance, must immediately notify the County if it determines a payment may be erroneous or improper and must return that payment within 25 days of the County requesting its return or apply to a proper outstanding invoice.

If the Downtown Billings Alliance, fails to return to the County any erroneous or improper payment, the County may recover such payment by any methods available under law or through this Agreement, including deduction of the payment amount from any future payments to be made to the Downtown Billings Alliance,.

Termination of Agreement. Either party to this agreement may terminate the agreement by notifying the other party of the intent to terminate the agreement by May 15 of any year prior to the July 1 renewal. The notice shall be in writing.

Hold Harmless, Insurance and Indemnity. Downtown Billings Alliance, agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense therefore, arising in favor of Downtown Billings Alliance's agents or third parties on account of bodily or personal injuries, death or damages to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Downtown Billings Alliance, and/or its agents, representatives, assigns, subcontractors, except the sole negligence of the County.

Downtown Billings Alliance, must maintain, at its cost, primary standard general liability insurance coverage. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of service, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under the agreements.

Downtown Billings Alliance, must maintain at its cost, professional liability insurance coverage against claims for harm to persons which may arise from the professional services provided through the agreements. The insurance must cover claims as may be caused by any act, omission, or negligence of Downtown Billings Alliance, and or its officers, agents and representatives. Downtown Billings Alliance, must provide occurrence coverage professional liability insurance with combined single limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per the life of the agreements.

Independent Contractor. Downtown Billings Alliance, acknowledges that it is an independent contractor and that neither Downtown Billings Alliance, nor any of its agents are employees of the County. Downtown Billings Alliance, must also maintain coverage for its agents through workers compensation, occupational disease and any similar or related statutorily required insurance programs.

EEOC Compliance. Downtown Billings Alliance, must comply with the applicable provisions of the Montana Human Rights Act, Governmental Code of Fair Practices, all federal civil rights acts and the federal American with Disabilities Act. In addition, DOWNTOWN BILLINGS ALLIANCE may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

Entire Agreement. This agreement constitutes the entire agreement and supersedes all other prior agreements between the parties whether written or oral.

Assignment. Downtown Billings Alliance, shall not assign this agreement without the express written consent of the County.

Modifications and Amendments. This agreement may be modified at any time during the term of this agreement by the express written consent of both parties but in no other manner.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

John Ostlund, Chair

DATE _____

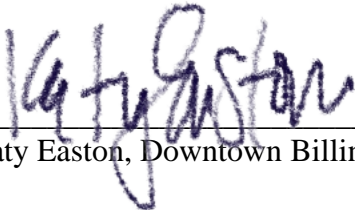
Mark Morse, Member

DATE _____

Donald W. Jones, Member

DATE _____

DOWNTOWN BILLINGS ALLIANCE



Katy Easton, Downtown Billings Alliance

DATE 10/19/23

SEAL/ATTEST:

Jeff Martin, Clerk and Recorder