

INTRODUCED: June 14, 2021

AN ORDINANCE No. 2021-154

To authorize the Chief Administrative Officer to accept funds in the amount of \$76,800.00 from the Richmond Behavioral Health Authority and to appropriate the grant funds received to the Fiscal Year 2020-2021 Special Fund Budget by increasing estimated revenues and the amount appropriated to the Department of Justice Services by \$76,800.00 for the purpose of funding an additional probation officer position to provide supervision services for the Circuit Court of the City of Richmond’s behavioral health docket.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUN 28 2021 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer is authorized to accept funds in the amount of \$76,800.00 from the Richmond Behavioral Health Authority for the purpose of funding an additional probation officer position to provide supervision services for the Circuit Court of the City of Richmond’s behavioral health docket.

§ 2. That the funds received are hereby appropriated to the Special Fund Budget for the fiscal year commencing July 1, 2020, and ending June 30, 2021, by increasing estimated revenues

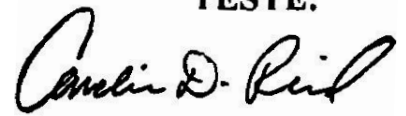
AYES: 9 NOES: 0 ABSTAIN:

ADOPTED: JUN 28 2021 REJECTED: _____ STRICKEN: _____

from the funds accepted pursuant to section 1 of this ordinance by \$76,800.00, increasing the amount appropriated for expenditures by \$76,800.00, and allotting to the Department of Justice Services by \$76,8000.00 for the purpose of funding an additional probation officer position to provide supervision services for the Circuit Court of the City of Richmond's behavioral health docket.

§ 3. This ordinance shall be in force and effect upon adoption.

**A TRUE COPY:
TESTE:**

A handwritten signature in black ink, appearing to read "Amelia D. Reil". The signature is written in a cursive style with a large initial 'A'.

City Clerk



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R Request

Edition 1

DATE: May 18, 2021

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J. E. Lincoln Saunders, Acting Chief Administrative Officer *JELS*

THROUGH: Sheila White, Director of Finance *Sheila White*

THROUGH: Jay A. Brown, Director of Budget and Strategic Planning *JAB*

THROUGH: Reginald E. Gordon, DCAO for Human Services *REG*

FROM: Dawn D. Barber, Director of Justice Services *DD*

RE: Acceptance of Funds

ORD. or RES. No. _____

PURPOSE: To amend the FY2021 Special Fund budget, Ordinance 2020-050 and to authorize the Acting Chief Administrative Officer to accept funds in the amount of \$76,800 from the Richmond Behavioral Health Authority (RBHA); and to appropriate these funds to the Department of Justice Services FY2021 Special Fund Budget by increasing estimated revenues by \$76,500 for the purpose of expanding probation supervision services for the Richmond Circuit Court Behavioral Health Docket (CCBHD).

REASON: The funds will support the recruitment of one full-time equivalent (fte), a probation officer, to ensure compliance with all court orders, conduct assessments, facilitate placement in education and treatment programs in accordance with duties specified in §9.1-176.1 of the Code of Virginia. This will be a new Special Fund and will cover the full cost of salary and benefits of the aforementioned position.

RECOMMENDATION: Adoption of this ordinance.

BACKGROUND: The CCBHD was established to address concerns related to criminal defendants diagnosed with a serious mental illness and or a mental illness co-occurring with substance use disorder who have pending non-violent felony charges in the City of Richmond Circuit Court. RBHA has received a federal grant through the Department of Justice which it intends to use to fund two positions within the CCBHD: a probation officer and a mental health/substance abuse care coordinator/clinician. Additional staff capacity will decrease the length of pre-trial incarceration for defendants, improve care delivery in the community, and address the large population of inmates with mental illness and co-occurring disorders in the Richmond City Justice Center. With the addition of these positions, the CCBHD aims to expand program capacity from its current limited census of 10 individuals up to a total of 50 participants over the grant period.

FISCAL IMPACT/ COST: There is no matching funds requirement.

FISCAL IMPLICATION: The position is dependent on acceptance of the funds.

BUDGET AMENDMENT NECESSARY: Yes

REVENUE TO CITY: The City will be reimbursed \$76,800 from the Richmond Behavioral Health Authority

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: June 14, 2021

CITY COUNCIL PUBLIC HEARING DATE: June 28, 2021

REQUESTED AGENDA: Consent Agenda

REQUESTED COUNCIL COMMITTEE: No Committee – Rule VI(B)(3)(c)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITY (IES): None

AFFECTED AGENCIES: Department of Budget, Department of Finance, and Justice Services

RELATIONSHIP TO EXISTING ORD. OR RES: To amend the Special Fund Budget Ord. #2020-050 FY2021 and appropriate the adopted funds to the Department of Justice Services.

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Statement of Grant Award/Department of Justice Services

STAFF: Rhonda Gilmer, Deputy Director Senior
Justice Services
804-646-5410

**Memorandum of Agreement
between
City of Richmond Department of Justice Services and
Richmond Behavioral Health Authority
for the Circuit Court Behavioral Health Docket**

This Memorandum of Agreement ("MOA") for the Circuit Court Behavioral Health Docket ("CCBHD"), made as of the date of last signature below, is by and between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), acting for purposes of this MOA through its Department of Justice Services ("DJS"), and the Richmond Behavioral Health Authority ("RBHA"). Collectively, referred to as the "Parties".

The following MOA delineates the respective roles and expectations of DJS and RBHA as it relates to the CCBHD and the Parties freely enter into this MOA, intending to be bound, and mutually agree to the following:

- i. Background. The CCBHD was established to address concerns related to criminal defendants diagnosed with a serious mental illness and or a mental illness co-occurring with substance use disorder who have pending non-violent felony charges in the City of Richmond Circuit Court. RBHA has received a federal grant through the Department of Justice which it intends to use to fund two positions within the CCBHD: a probation officer and a mental health/substance abuse care coordinator/clinician. Adding these staff persons to the CCBHD will decrease the length of pre-trial incarceration for defendants, improve care delivery in the community, and address the large population of inmates with mental illness and co-occurring disorders in the Richmond City Justice Center. With the addition of these positions, the CCBHD aims to expand program capacity from its current limited census of 10 individuals up to a total of 50 participants over the grant period, with no more than 30 individuals on the CCBHD at a time.**

- ii Purpose. The purpose of this MOA is to delineate the respective roles and expectations of DJS and RBHA as it relates to the CCBHD. This MOA in no way reduces or alters the requirements of the CCBHD to continue adhering to the Essential Elements of Mental Health Docket Design in Virginia, which provides guidance on best practices for the following areas: roles and responsibilities for CCBHD planning committee and advisory board; composition and roles of the multidisciplinary CCBHD team; referral, assessment, and acceptance process, including voluntary and informed participation; well-defined**

eligibility criteria that uses evidence-based decision making in prioritizing defendants; use of evidence-based practices in individualized case planning, treatment, and support services; rules about collaborative monitoring and clearly defined individualized incentives and sanctions; and recommendations for collection of data and program evaluation.

III. Duration. This MOA shall span from the date of its signing up to and through September 30, 2021.

IV. DJS Responsibilities.

- a. DJS will ensure that the City's policy for local government liability coverage of up to \$1,000,000 per occurrence and excess liability coverage for public officials, board liability, and employment practices of up to \$3,000,000 per occurrence remains in effect throughout the duration of this MOA. Upon request of RBHA, DJS shall furnish proof of coverage.
- b. DJS will provide personnel in the form of one pre-trial/probation officer with the following primary responsibilities:
 - i. Provide court-ordered case supervision
 - ii. Collaborate with RBHA staff and provide updates to the CCBHD team regarding compliance with terms and conditions of probation
 - iii. Provide criminogenic risk assessment and case planning by incorporating evidence-based practices of effective community supervision
 - iv. Oversee payment of restitution, when ordered by the court
 - v. Administer the risk assessment instruments to determine supervision levels of Offender Screening Tool (OST) and Modified Offender Screening Tool (MOST)
 - vi. Administer random drug testing
 - vii. Provide written reports to the CCBHD

V. RBHA Responsibilities.

- a. RBHA will maintain an insurance policy with general liability coverage of at least up to \$1,000,000 per occurrence and excess liability coverage for public officials, board liability and employment practices of up to \$3,000,000 per occurrence for its agents, employees, contractors, invitees, licensees, officers, or volunteers throughout the

duration of this MOA. Upon request of DJS or the City, RBHA shall provide proof of coverage.

b. RBHA will provide personnel in the form of one treatment coordinator/clinician with the following primary responsibilities:

- i. Provide coordination of the CCBHD between the treatment team and other partners
- ii. Assist RBHA to ensure its compliance with grant requirements
- iii. Help in sustainability efforts by continuing working with interested CCBHD participants even after program completion
- iv. Interact closely with the evaluation team to ensure necessary data is being collected
- v. Coordinate the overall assessment process
- vi. Work with RBHA staff and other involved treatment providers in implementing treatment plans
- vii. Conduct group-based substance use disorder treatment services for CCBHD participants at one or more sites as mutually agreed upon by DJS and RBHA management staff
- viii. Provide written reports to the CCBHD

c. RBHA will provide performance appraisals, clinical trainings, and supervision for RBHA staff assigned to work in the CCBHD per this MOA in accordance with RBHA personnel policies and procedures.

VI. Joint Responsibilities.

- a. The Parties will collaborate with other criminal justice stakeholders, including but not limited to the Community Criminal Justice Board ("CCJB"), to develop program objectives, outputs and outcomes, data collection criteria, timelines, and reporting requirements.
- b. The Parties will participate in weekly CCBHD team meetings and attend CCBHD court hearings.
- c. The Parties will collect data and report findings to the City Administration, RBHA and the CCJB in a form that is acceptable under state and federal

confidentiality laws.

- d. The Parties will maintain the confidentiality of CCBHD participants in accordance with all applicable state and federal laws.

VII. Fees and Payment.

- a. RBHA shall pay the City for the services provided by the DJS pre-trial/probation officer described in Section IV(b) of this MOA pursuant to the fee schedule described within this Section VII of this MOA.
- b. The maximum authorized payment pursuant to this MOA is \$76,800, broken down as a \$60,000 annual salary plus 28% fringe benefits and payments. The aggregate of all payments by RBHA shall not exceed this amount.
- c. DJS shall provide invoices to RBHA on a quarterly basis and all invoices shall include an itemized list of services provided by the pre-trial/probation officer for that invoice period. RBHA shall process for payment invoices within 30 days of the date of receipt. Invoices will be considered properly submitted when emailed to Dawn Farrell-Moore at mooredf@rbha.org and addressed to Richmond Behavioral Health Authority 197 South 5th Street Richmond, Virginia 23219 ATTN: RU 428.
- d. In the event of an absence of services by the pre-trial/probation officer for a period longer than seven consecutive business days, the amount billed should be prorated to account for the gap in services.

VIII. Liability. The City and DJS shall not be liable for any personal injury or property damage to RBHA or its agents, contractors, employees, invitees, licensees, officers, or volunteers (respectively of how the injury or damage is caused. Nothing herein shall be construed as a waiver of the sovereign immunity granted to the City by the Commonwealth of Virginia statutes and case law to the extent that it applies. This Section VIII will survive the termination of this MOA.

IX. Subject to Appropriations. The Parties are bound under the terms of this MOA only to the extent funds are available to perform each Party's obligations hereunder.

X. Termination.

a. Termination by DJS.

- i. DJS may terminate this MOA without cause by providing 90 days' written notice to RBHA. Upon such termination, DJS shall continue to deliver and perform on all outstanding orders issued prior to the effective date of termination.**
- ii. DJS may terminate this MOA for cause at any time for RBHA's failure to perform its obligations as described within this MOA. Notice that DJS intends to terminate this MOA for cause shall be delivered to RBHA at least seven (7) calendar days prior to the date of termination. If RBHA cures the failure to perform or otherwise adheres to the terms and conditions of the MOA to the satisfaction of DJS within the seven (7) calendar day period prior to termination, such termination shall be considered null and void upon written notice of DJS that any defects have been cured to its satisfaction.**

b. Termination by RBHA.

- i. RBHA may terminate this MOA without cause by providing 90 days' written notice to DJS. Upon such termination, RBHA shall be liable only to the extent for any costs which may be reimbursable pursuant to this MOA that have been submitted by DJS and approved by RBHA up to the time of the termination or for any fees to which DJS may be entitled under this MOA as a result of delivery of partially completed work to RBHA. Any such work shall become the property of RBHA and RBHA shall have the full right to use such work in any manner when and where it may designate without claim on the part of DJS for additional compensation. No termination notice will relieve DJS of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of termination.**
- ii. RBHA may terminate this MOA for cause at any time for DJS or the City's failure to perform its obligations as described within this MOA. Notice that RBHA intends to terminate this MOA for cause shall be delivered to DJS at least seven (7) calendar days prior to the date of termination. If DJS cures the failure to perform or otherwise adheres to the terms and conditions of the MOA to the satisfaction of RBHA within the seven (7) calendar day period prior to**

termination, such termination shall be considered null and void upon written notice of RBHA that any defects have been cured to its satisfaction.

- iii. RBHA may terminate this MOA if the Department of Justice does not appropriate sufficient funds to RBHA to complete its duties pursuant to this MOA. If such failure to appropriate funds occurs, RBHA shall provide notice of such failure to DJS at least forty-five (45) calendar days prior to the date of termination. If RBHA cures the non-appropriation of funds within the forty-five (45) calendar day period and provides written notice of such cure to DJS within the same time period, RBHA's notice of termination shall be deemed null and void. Upon such termination, DJS shall have no further obligations under this MOA.

XI. Notices.

- a. All notices under this MOA to the City or DJS shall be provided to Dawn D. Barber, Director of DJS at 730 East Broad Street Richmond, VA 23219, phone number 804-648-3763.
- b. All notices under this MOA to RBHA shall be provided to Jim May at mayj@rbha.org and 107 South 5th Street Richmond, Virginia 23219.

XII. Miscellaneous.

- a. **Modifications.** This MOA contains the complete understanding and agreement of the Parties with respect to the matters covered herein and may not be modified except in a written instrument signed by the duly authorized representative of each Party hereto.
- b. **Assignment.** Neither Party shall transfer nor assign its rights or obligations under this MOA without a written instrument showing approval signed by the duly authorized representative of each Party hereto.
- c. **Construction and Interpretation.** Each Party has had the opportunity to have its legal counsel review this MOA on its behalf. If an ambiguity or question of intent arises with respect to any provision of this MOA, this MOA will be construed as if drafted jointly by the Parties. Neither the form of this MOA, nor any language herein, shall be construed or interpreted in favor of

or against either Party hereto as the sole drafter thereof.

- d. **Forum and Venue.** Any and all disputes, claims and causes of action arising out of or in connection with this MOA, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.
- e. **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this MOA, or the rights and obligations of the City, DJS, and RBHA in connection with this MOA, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of laws or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.
- f. **No Third-Party Beneficiaries.** Notwithstanding any other provision of this MOA the City, DJS, and RBHA hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this MOA; (ii) the provisions of this MOA are not intended to be for the benefit of any individual or entity other than the City, DJS, or RBHA; (iii) no individual or entity shall obtain any right to make any claim against the City, DJS, or RBHA under the provisions of this MOA; and (iv) no provision of this MOA shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether that individual or entity is named in this MOA.
- g. **Force Majeure.** If either Party is unable to perform its obligations under this MOA due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.

XIII. Entire Agreement. This MOA represents the entire and integrated agreement

between the parties and supersedes all prior discussions and negotiations, representations and agreements, whether written or oral. The parties acknowledge that this MOA satisfactorily and accurately recites the terms and conditions of their understanding, as evidenced by the signatures of their duly authorized representatives set forth herein.

WHEREFORE, the Parties, through their duly authorized representatives, have freely and willingly entered into this MOA in the City of Richmond, VA.

For the Department of
Procurement Services:

For RBHA

Bethy B. Burrell 3/30/2021
Bethy Burrell, Director Date
Dept. of Procurement Services

John P. Lindstrom 3/31/2021
John Lindstrom, Ph.D. Date
Chief Executive Officer

Approved as to Terms:

Dawn D. Barber 3/23/21
Dawn D. Barber, Director Date
Department of Justice Services

For the City of Richmond:

Lincoln Saunders 4/1/2021
Lincoln Saunders Date
Acting Chief Administrative Officer

Approved as to Form:

Alexandra M. Griffin 3/9/2021
Alexandra M. Griffin Date
Assistant City Attorney