

# **MEMORANDUM OF AGREEMENT**

## **BETWEEN**

**AltaPointe Health Systems, Inc.**

## **AND**

**City of Foley**

This Memorandum of Agreement (MOA) is made and entered into this September 1, 2025, by and between AltaPointe Health Systems, Inc. ("AHS") and the City of Foley Police Department ("Police Department").

### **1. PURPOSE**

The purpose of this MOA is to outline the terms, responsibilities, and objectives of providing virtual crisis mental health screening and intervention between AHS and the Police Department. This collaboration is designed to improve responses to individuals experiencing mental health crises, reduce the need for police involvement in non-criminal behavioral health-related situations, and ensure better access to appropriate care.

### **2. SCOPE OF SERVICES**

AHS agrees to provide the following services to the Police Department:

**Access and Technology:** AHS will supply the Police Department with one (1) iPad equipped with MyCare. MyCare is a software provided through contract with Hunter Technologies that allows officers to connect virtually to mental health professionals. The iPads remain the property of AHS. AHS pays a monthly service fee to Hunter Technologies which includes connectivity through FirstNet, the wireless communication network for first responders. The monthly service fee also includes software and hardware support.

**Virtual Behavioral Health Support:** Provide real-time virtual mental health support to police officers during calls involving individuals experiencing a behavioral health crisis. This includes consultations via the AHS-issued iPads with mental health professionals who can offer guidance, assessments, and recommendations.

**Assessment and Triage:** Conduct remote behavioral health assessments for individuals in crisis as requested by responding officers.

**Coordination with Local Resources:** Help connect individuals in crisis with appropriate mental health services and support systems, including but not limited to inpatient care, outpatient therapy, and community support resources.

Training and Consultation: Offer training sessions for police officers to enhance their understanding of behavioral health issues and improve their ability to de-escalate crisis situations.

Documentation: Maintain detailed records of each co-response interaction, ensuring confidentiality and compliance with privacy laws (e.g., HIPAA).

### **3. RESPONSIBILITIES OF THE PARTIES**

#### **A. AHS's Responsibilities:**

Ensure availability of qualified mental health professionals for virtual co-response calls.

Comply with all applicable laws, including confidentiality, privacy, and reporting requirements.

Maintain regular communication with the Police Department to assess program effectiveness and address challenges.

#### **B. Police Department's Responsibilities:**

Ensure that officers are aware of, trained and have access to the iPads and virtual behavioral health services.

When appropriate, contact AHS for virtual co-response support during incidents involving individuals in crisis.

Maintain confidentiality and privacy of information shared by AHS.

Work with AHS to evaluate the effectiveness of the program and provide necessary feedback.

### **4. PAYMENT**

In consideration for services provided, the Police Department will reimburse AHS \$85.00 per month for the use of one (1) iPad. The cost includes virtual access to qualified mental health professionals, use of the MyCare software, connectivity through FirstNet, software and hardware support. AHS will generate an invoice for services rendered. Such fees shall be due and payable to AHS within thirty (30) days of the date of the invoice.

### **5. DURATION OF AGREEMENT**

This Agreement shall commence on September 1, 2025, and shall continue until August 31, 2027, unless terminated earlier in accordance with the terms of this MOA. The Agreement may be renewed upon mutual written consent of both parties.

### **6. CONFIDENTIALITY AND PRIVACY**

Both parties agree to uphold confidentiality in all communications and services related to this Agreement. All personal and medical information will be protected in accordance with applicable laws, including HIPAA.

## **7. EVALUATION AND REPORTING**

Both parties agree to participate in periodic evaluations to assess the effectiveness of the program. Reports of the program's outcomes and any issues arising will be reviewed jointly.

## **8. TERMINATION**

Either party may terminate this Agreement by providing thirty (30 days) written notice to the other party. In the event of termination, both parties agree to work together to ensure a smooth transition of services.

## **9. INDEMNIFICATION**

Each party agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any claims, losses, or damages resulting from the performance or non-performance of the obligations under this Agreement.

## **10. AMENDMENTS**

Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

## **11. AUTHORIZED CONTACT INFORMATION**

AltaPointe Health Systems, Inc.  
5750-A Southland Drive  
Mobile, AL 36693  
Attn: Alicia Donoghue, VP & Chief of Staff

City of Foley  
200 E Section Ave,  
Foley, AL 36535  
Attn: Ralph Hellmich, Mayor  
Chief Kevin Carnley Foley PD

## **12. SIGNATURES**

By signing below, the authorized representatives of AHS and the Police Department agree to the terms and conditions of this Memorandum of Agreement.

**AltaPointe Health Systems, Inc.**

By: \_\_\_\_\_

Name: Alicia Donoghue

Title: Vice President & Chief of Staff

Date: \_\_\_\_\_

**City of Foley**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

