

## **Crisis Response Center Memorandum of Understanding**

Between

Connections HealthVA, LLC

And

Prince William Community Services Board

And

Prince William County Police Department

And

Prince William County Sheriff's Office

And

Manassas City Police Department

And

Manassas Park City Police Department

And

Town of Haymarket Police Department

And

Town of Dumfries Police Department

This Memorandum of Understanding (MOU or Agreement) is made and entered into by and between Connections HealthVA, LLC (CHS), Prince William County Police Department, Prince William County Sheriff's Office, Manassas City Police Department, Manassas City Park Police Department, Town of Haymarket Police Department, and Town of Dumfries Police Department (collectively, "Parties" herein) and will become effective on the date of signature by the locality representatives. Jurisdictional Memorandums of Understanding will need to be in effect between Prince William County and the other jurisdictions prior to participating in Crisis Response Center (CRC).

This MOU is intended solely to outline a plan for a collaborative relationship and is not intended to create a legal entity, create rights in third persons, or to create any contractual obligations.

As a requirement of the Virginia Code, this MOU is entered into between CHS and the local law enforcement entities listed herein to effectuate the transfer of custody of mental health individuals (also referred to as client, patient, consumer, or respondent) to CHS and to document the process for allocating resources at the CRC.

**Purpose of Agreement:** To establish the understanding of protocols and procedures as necessary to effect a Transfer of Custody for individuals under an Emergency Custody Order (ECO) from law enforcement agencies within the Greater Prince William area (Prince William County Police Department, Prince William County Sheriff's Office, Manassas City Police Department, Manassas Park City Police Department, Town of Haymarket Police Department and Town of Dumfries Police Department, also individually referred to herein as a "law enforcement agency" or their members as a "law enforcement officer(s)" to staff at the CRC.

**Term of Agreement:** Subject to the conditions herein, this MOU shall be effective on the date of the signatures below and shall be reviewed annually by the parties.

**Renewal Process:** The County may renew this Agreement for four (4) successive one-year periods under the provisions of the original agreement except as stated below. Prince William County will receive written notice from Connections HealthVA, LLC intent to renew this Agreement approximately sixty (60) calendar days prior to the expiration date of each Agreement period. The understanding listed above is subject to review by either of the parties as they may deem necessary, and will remain in effect until such time as either party advises the other in writing of their desire to revise or terminate this Memorandum of Agreement.

**Compliance Requirements:** The parties shall comply with all federal, state and local statutes, ordinances, regulations and guidelines now in effect or hereafter adopted, in the performance of the description of services set forth.

#### **Responsibilities of Each Party:**

Pursuant to the stated purpose of the MOU, the parties entering into this Agreement shall fulfill the following responsibilities and procedures as related to the operation of the CRC:

A. Responsibilities and Procedure during the ECO Process:

1. In the event of a law enforcement officer-initiated ECO or magistrate issued ECO which is executed in the community:
  - a. The law enforcement agency shall provide transportation of the individual to the CRC.
  - b. Law enforcement officers will call the CRC prior to transport to discuss the situation and evaluate the facility's ability to provide the level of treatment needed for the individual, the general activity levels of the facility, and any other factors deemed relevant. CRC and Prince William County Community Services will coordinate to determine if there are any factors to be considered regarding the most appropriate location for evaluation and/or transfer of custody to take place: i.e. medical assessment or treatment. This contact does not replace the code requirement for LEOs to contact community services for ECO notification.
  - c. Upon determination that any factor or combination of factors indicating medical needs may exceed the CRC's ability at that time, the CRC staff will advise the law enforcement officer(s) and request that law enforcement maintain custody until such time as those factors are resolved to the satisfaction of the CRC. If those factors cannot be resolved, the law enforcement officer(s) will maintain custody of the individual and transport to another location for assessment, if necessary.
  - d. Upon completion of a transfer of custody to CRC staff, the law enforcement officer(s) are released to return to service. However, the CRC reserves the right

to request the return of the law enforcement agency at any time during the duration of the ECO, if CRC staff determines changes in the overall situation have occurred which require such return. Should there be questions or concerns regarding the transfer of custody, the matter will be promptly escalated to the appropriate Police Watch Commander or the Sheriff's Office Operations Commander and the CRC Shift Supervisor or designee.

- e. In all circumstances where custody is transferred from a law enforcement officer to the CRC, the transfer of custody form will be completed by the officer and maintained by the CRC. A copy will be provided to Community Services and one copy of the form will be submitted to the Prince William Police CIT Coordinator/Marcus Alert Coordinator or their designee.
- f. The individual shall remain in custody of the CRC until the client has been temporarily detained to an alternate facility, the client is in need of transport to another facility for medical clearance, the person is released from the ECO by PWC Emergency Services Preadmission Screener, or until the ECO has expired. Agencies required to return for any reason will respond to the CRC as soon as possible after they are notified.

- 2. In the event an ECO is needed for an individual who is already located in the CRC:
  - a. CRC staff will petition for ECO. The parties will follow the process outlined in Section III (A)(1) above and all procedures outlined in that section will be followed.
  - b. Upon completion of the transfer of custody, the law enforcement officer is released. However, as noted above, the CRC reserves the right to request the law enforcement agency return to take or resume custody of the individual at any time during the duration of the ECO, if the CRC staff determines changes in the overall situation have occurred which require such response.

B. Responsibilities and Procedures in the event the individual may be released from the ECO: Once an ECO has been initiated, regardless of whether it was initiated by LEO or issued by a magistrate and prior to its expiration, the individual may only be released by a certified preadmission screener, following their evaluation, and based upon finding that the individual does not meet criteria for a TDO. In the event the certified preadmission screener makes the finding the individual shall be released;

- 1. The ES Clinician will transmit the completed ECO paperwork to the court designated by the issued magistrate pursuant to Code of Virginia §37.2-808(C) and §16.1-340 (C), if applicable.
- 2. The CRC will release the individual from custody.

C. Process when a TDO is issued for an individual who is currently located at the CRC:

A law enforcement officer from the jurisdiction named on the TDO may retrieve the order from the Magistrate's Office and respond to the CRC where the LEO will execute the order. The LEO agency executing the TDO will provide transportation of the individual to the designated facility based on existing transportation agreements among the law enforcement agencies. In situations where client residency cannot be established, the agency initiating the ECO will be called to execute the TDO and provide transportation to the TDO facility.

D. Facility Space:

14011 Worth Ave, Woodbridge, VA 22192

E. Community Services

Community Services will have a certified preadmission screener available for assessments 24/7.

F. CRC Staff:

Registered Nurse, behavioral health specialist, shift supervisor or manager.

**Payments:** Nothing herein shall be construed to obligate any Law enforcement agency for the payment of any fees, expenses or damages incurred by Prince William County or Connections HealthVA during the ECO/TDO process or transfer of custody processes.

**Local, State, and Federal Laws and Policies:** Both parties agree to comply with applicable local, state, federal laws and policies.

The Code of Virginia at, §37.2-500 *et seq* establishes Connections HealthVA, LLC as a private provider designated by the local behavioral health authority, Prince William County Community Services Board (PWCCSB) and sets forth the powers and authority of PWCCSB. These include the responsibility to participate in the coordination of services during the involuntary commitment process. The law provides the authority to enter into a Memorandum of Understanding setting forth the terms and conditions under which the facility will accept transfer of custody provided that the facility or location may not require the law enforcement agency to pay any fees or costs for the transfer of custody. Code of Virginia §37.2-808(E).

The Code of Virginia has established law enforcement agencies herein through §15.2-1600 *et seq* and 15.2-1700 *et seq*, and as provided through general law. Further, the law authorizes law enforcement to initiate an ECO or to serve such an order issued by the Office of the Magistrate, and to provide transportation of individuals subject to such order to a location appropriate for completion of the assessment or evaluation as required by Code of Virginia §37.2-808 and §16.1-340.

**Hold Harmless:** All Parties agree to indemnify and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all injuries, damages and losses however or by whomever sustained, including cost of investigation, all reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the ECO/TDO process, including its agents, Subcontractors, employees and volunteers, in connection with work under this Agreement.

**Termination of the MOA:** Each of the parties is authorized to terminate this MOA if it determines that another party has violated a material term of the MOA. Each of the parties may terminate its obligations under this MOA by giving each of the other parties 60 days written notice.

**Changes to the MOA:** No alteration, amendment, or modification in the provisions of this MOA shall be effective unless put in writing, signed by the parties, and attached hereto.

**Privacy of Personal and Health Information:** The parties to this MOA agree to maintain all protected health information (PHI) and personally identifiable information (PII) learned about individuals receiving services confidential and agree to disclose that information only in accordance with applicable state and federal law and regulations, including the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Virginia Health Records Privacy Act, the Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers of Mental Health, Developmental, and Substance Abuse Services, and each party's own privacy policies and practices.

If applicable, a Business Associates Agreement shall be signed by both parties at the inception of a new MOA. Additional language regarding 42 CFR Part 2 may also be necessary.

**Contact Information for Prince William Community Services Board**

Correspondence for Prince William Community Services Board shall be delivered to:

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Contact Information for Connections HealthVA LLC:**

Correspondence for Connections HealthVA LLC shall be delivered to:

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Contact Information for Prince William County Police Department**

Correspondence for Prince William County Police Department shall be delivered to:

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Contact Information for Prince William County Sheriff's Office**

Correspondence for Prince William County Sheriff's Office shall be delivered to:

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Contact Information for Manassas City Police Department**

Correspondence for Manassas City Police Department shall be delivered to:

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Contact Information for Manassas Park City Police Department**

Correspondence for Manassas Park City Police Department shall be delivered to:

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Contact Information for Town of Haymarket Police Department**

Correspondence for Town of Haymarket Police Department shall be delivered to:

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Contact Information for Town of Dumfries Police Department**

Correspondence for Town of Dumfries Police Department shall be delivered to:

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Connections HeathVA LLC**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

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

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

**Prince William County Police  
Department**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

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

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

**Prince William County Community  
Services**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

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

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

**Prince William County Sherriff's  
Office**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

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

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

**Manassas City Police Department**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

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

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

**Manassas Park City Police  
Department**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

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

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

**Town of Haymarket Police  
Department**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

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

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

**Town of Dumfries Police  
Department**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

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

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