

**MEMORANDUM OF UNDERSTANDING
GOVERNING THE MARCUS ALERT CO-RESPONSE PROGRAM FOR THE WASHINGTON COUNTY,
VIRGINIA – CITY OF BRISTOL, VIRGINIA
SERVICE AREA FOR HIGHLANDS COMMUNITY SERVICES**

This Memorandum of Understanding Governing the MARCUS Alert Co-Response Program for the Washington County, Virginia – City Of Bristol, Virginia Service Area For Highlands Community Services (Agreement), is made effective on the ____ day of _____, 2022 (Effective Date), by, and between Highlands Community Services (HCS), New River Valley Community Services (NRVCS), Planning District 1 Behavioral Health Services (PD1), Frontier Health (FH), Washington County Virginia (County), Washington County Virginia Sheriff’s Office (WCSO), City of Bristol Virginia (City), Bristol Virginia Police Department (BPD), Bristol Virginia Sheriff’s Office (BVSO), Abingdon Police Department (APD), Damascus Police Department (DPD), Glade Spring Police Department (GSPD), Emory & Henry College Police Department (EHCPD), Virginia Highlands Community College Police Department (VHCCPD) and Virginia State Police Division 4 (VSP4) (collectively, “the Parties”).

This Agreement must be in effect before any Party may participate in the MARCUS Alert Co-Response Program also known as the Mental Health Awareness Response and Community Understanding Services Program (hereinafter, the “Co-Response Program”).

TERMS

1. TERM OF AGREEMENT

This Agreement shall be effective as of the Effective Date noted above and shall remain in effect through June 30, 2022. Thereafter, this Agreement shall automatically renew for additional one (1) year periods (July 1 – June 30) until any party to this Agreement terminates it as set forth herein.

2. PURPOSE OF AGREEMENT

2.1. The Parties enter into this Agreement for the following purposes:

- 2.1.1. To outline a plan for collaborative relationship between the Parties for a system of uniform communications and operation of the Co-Response Program in compliance with Virginia Code §§ 9.1-193 and 37.2-311.1;
- 2.1.2. To establish procedures and responsibilities of the Parties in deploying and operating a Co-Response Program to assist persons experiencing behavioral health crisis in the City of Bristol, Virginia, and Washington County, Virginia, including the townships of Abingdon, Glade Spring, Damascus, and the campuses of the institutions of higher education of Virginia Highlands Community College and Emory & Henry College (hereinafter, the “Service Area”); and

- 2.1.3. To establish a uniform system within the Service Area for prioritization and response to incidents of behavioral health crises.
- 2.2. This Agreement shall not create a legal entity, create rights in third persons; or create any contractual obligations between Parties.

3. COMPONENTS OF AGREEMENT

3.1. This Agreement shall consist of:

This document, "Memorandum of Understanding";
Attachment A, "Co-Response Program Protocol";
Attachment B, "PSAP Triage Protocol"; and
Attachment C, "4 Level Triage Response Protocol".

3.2. Each of the Attachments identified above is hereby incorporated by reference as if fully set forth herein.

4. DEFINITIONS

The following definitions shall apply in this Agreement, including all Attachments.

Consumer means a person for whom services pursuant to this Agreement have been directed.

Co-Response Program Coordinator means the person appointed by HCS to serve as the coordinator of the Co-Response and the Crisis Intervention Team Assessment Center (CITAC) programs.

Co-Response Officer means each law enforcement officer hired pursuant to this Agreement whose primary training and assignments shall be for purposes of the Co-Response Program.

Co-Response Team means the Co-Response Officer and HCS Clinical staff assigned to respond to a specific call for service pursuant to this Agreement.

FH Call Center means the crisis call center operated by Frontier Health pursuant to contract with PD1.

HCS Crisis Services Director means the person appointed by HCS to serve as the Director of the HCS Crisis Services department.

Hiring Agency means the law enforcement agency that employs the Co-Response Officer.

Law Enforcement Partners means the law enforcement agencies that are parties to this Agreement.

Law enforcement support means law enforcement officer or officers dispatched to provide law enforcement support to a Co-Response Team and/or Mobile Crisis Team.

Mobile crisis hub means the regional single point of coordination of communication and dispatch of mobile crisis teams operated by NRVCS and funded by STEP-VA.

Mobile crisis team means a team of behavioral health professionals that are dispatched by the FH Call Center to deliver services to individuals wherever they are located. A law-enforcement officer shall not be a member of a mobile crisis team, but law enforcement may provide back-up support as needed to a mobile crisis team.

Public safety answering point or PSAP means a call center where calls to 9-1-1 are answered and appropriate response services dispatched.

PSAP Partners means the City of Bristol PSAP, Virginia State Police PSAP, and Washington County PSAP.

5. MUTUAL AID AND JURISDICTIONAL AUTHORIZATION

- 5.1. In accordance with Va. Code § 15.2-1724, the applicable Mutual Aid and Cooperation Agreement for Law Enforcement Services, and this Agreement, the Co-Response Officers will have jurisdictional authority throughout the Service Area for the purposes defined by this Agreement.
- 5.2. Any law enforcement officer(s) providing coverage for the Co-Response Officers, in the event of unavailability of the Co-Response Officers, will be afforded the same jurisdictional authority as that afforded the Co-Response Officers and must be trained to at least the minimum standards identified by the program.
- 5.3. The Law Enforcement Partners will make best efforts to resolve issues arising as a result of shared jurisdictional authority by mutual agreement on a resolution of the issue(s).

6. PERSONNEL AND SUPERVISION

6.1. General.

- 6.1.1. The intention of the Parties is that when the Co-Response Program is fully staffed and funded, Co-Response Team services will be available seven (7) days a week for a total coverage of approximately eighty-four (84) hours a week. The daily schedule will be set by the following positions or their designees: HCS Crisis Services Director, the Co-Response Program Coordinator, and the Hiring Agency Sheriff, Chief of Police, or both, as applicable.
- 6.1.2. One Co-Response Team shall be available to provide services across Washington County, Virginia and Bristol, Virginia during identified program hours.
- 6.1.3. Each Party providing personnel in support of the Co-Response Program agrees to identify to the other Parties the staff member who shall be responsible to serve as the primary point of contact for Co-Response Program collaboration and problem resolution as needed.

- 6.1.4. In the event Co-Response Program dedicated staff are not available, HCS or the Hiring Agency, as applicable, will provide a trained substitute to fulfill the responsibilities of the unavailable staff. In the event a trained substitute is not available, HCS or the Hiring Agency, as applicable, will notify the PSAP Partners and implement standard procedures that were in effect prior to implementation of the Co-Response Program.
- 6.1.5. HCS and the Co-Response Program Coordinator may provide recommendations and guidance to the Hiring Agency while the Co-Response Officer is actively responding to a crisis situation and at the time of performance reviews.

6.2. Law Enforcement.

- 6.2.1. The respective Hiring Agency shall be responsible for supervision of the Co-Response Officer(s) that it employs.
- 6.2.2. The Washington County Virginia Sheriff's Office, Abingdon Police Department, and Bristol Virginia Police Department will communicate and work collaboratively on the hiring of law enforcement officers to be designated officers for the Co-Response Program (Co-Response Officers) and for service in support of the CITAC. Two of such collaboratively-hired law enforcement officers will be dedicated to serve as Co-Response Officers. Funding arrangements, if any, for law enforcement positions will be established by separate agreement(s) between HCS and the Hiring Agency(ies).
- 6.2.3. The two Co-Response Officers will be assigned to the Co-Response Program and will be trained to the full standards established by the Co-Response Program.
- 6.2.4. Subject to available funding and in accordance with Virginia Department of Behavioral Health and Developmental Services (DBHDS) approved expenditures, HCS will reimburse the Hiring Agency for the cost of the salary and fringe benefits for the Co-Response Officers, as well as the agreed-upon hourly wage for any program coverage provided by additional law enforcement officers.

6.3. HCS.

- 6.3.1. HCS will provide licensed clinical staff to supervise the Co-Response Program's overall operations and clinical staff.
- 6.3.2. HCS will assign two (2) licensed (or license-eligible) clinicians to the Co-Response Program and will also maintain Recovery Support Peer Specialists on staff.
- 6.3.3. Additional trained HCS clinicians will be available through telehealth access and/or phone consultation if the primary team is dispatched on another call, or if response/consultation is needed outside of standard operating hours.

6.4. PD1 and Frontier Health.

- 6.4.1. PD1 will provide for operation of a crisis call center by contract or otherwise for operation of National Suicide Prevention Lines, Regional Crisis Call Lines and 9-8-8 calls and coordination of dispatch of Mobile Crisis Teams.
 - 6.4.2. FH Call Center will dispatch Mobile Crisis Teams for situations that do not require a law enforcement co-response, including additional HCS Mobile Crisis Teams under agreement with the Regional Hub. Such dispatch will occur through the Regional Mobile Crisis Hub at NRVCS.
- 6.5. Personnel responsibilities of the Parties to this Agreement.
- 6.5.1. With the exception of the Hiring Agency(ies) and HCS, this Agreement does not require or prevent any Party to this Agreement's dedication of staff specifically to the Co-Response Program.
 - 6.5.2. Except as specifically stated otherwise in this Agreement, each Party to this Agreement is solely responsible for the hiring, evaluation, competency, and overall compliance for its respective staff and supervisors who provide services pursuant to this Agreement.

7. OFFICE SPACE, TRANSPORTATION, EQUIPMENT AND SUPPLIES

- 7.1. HCS Clinical Staff.
 - 7.1.1. HCS will fund for all Co-Response Program clinical staff the provision of office space and related supplies, including cell phones, laptops, and additional mobile communication and documentation resources (i.e. GPS-enabled iPads).
 - 7.1.2. HCS will fund the purchase of ballistic vests for all Co-Response Program clinical staff responding as part of the Co-Response Team, and the Law Enforcement Partners will provide procurement assistance with such purchases.
 - 7.1.3. The Hiring Agency will provide training for Co-Response Program clinical staff on how to use the radio communications equipment contained in the law enforcement motor vehicles.
 - 7.1.4. The Hiring Agency will assign two (2) portable radios for use by the Co-Response Program clinical staff for Co-Response Program service and will provide training for use of such radios. Co-Response Program clinical staff use of the portable radios will be limited to circumstances of immediate emergency.
 - 7.1.5. Washington County PSAP will assign a unique radio identifier to each of the HCS Clinical Staff assigned to the Co-Response Team to aid in Co-Response Team communications.
- 7.2. Law Enforcement.
 - 7.2.1. Va. Code § 9.1-193(D) encourages law enforcement to consider the impact to care that results from the presence of an officer in uniform or a marked vehicle at a response and mandates mitigation of such impact "when feasible" through the use of plain clothes and unmarked vehicles.

- 7.2.2. Notwithstanding the foregoing, the Hiring Agency will determine whether the Co-Response Officers will wear soft uniforms, Class A uniforms, or Class B uniforms and whether the Co-Response Officers will be assigned marked or unmarked vehicles.
 - 7.2.3. HCS will reimburse the Hiring Agency the expense of purchasing soft uniforms for the Co-Response Officers, if such uniforms are purchased for purposes of services to be provided pursuant to this Agreement.
 - 7.2.4. HCS will provide two (2) cell phones for use by the Co-Response Officers while on shift with the Co-Response Program.
 - 7.2.5. The Hiring Agency for each of the Co-Response Officers will fund provision of a motor vehicle, all required equipment, and training and (re)certification expenses.
- 7.3. PSAP Partners and Frontier Health are each responsible to fund and provide the office space, equipment, transportation, and supplies needed to perform their required functions.

8. CONFIDENTIALITY AND SHARING OF INFORMATION

- 8.1. All personnel assigned to the Co-Response Program shall be responsible to comply with the law pertaining to confidentiality of information related to a Consumer's mental health history and other medical records and shall comply with all Health Insurance Portability and Accountability Act (HIPAA) laws, rules and regulations in both areas of privacy and security of protected health information.
- 8.2. The mental health history of a Consumer is accessed only by HCS clinical staff and is made available to law enforcement only as needed during critical incidents.
- 8.3. HCS clinical staff may disclose information or any other protected mental health information to other specialized units with designated law enforcement partners identified herein in the following circumstances:
 - 8.3.1. In response to a court order, warrant, court subpoena, summons or process issued by a court.
 - 8.3.2. If HCS clinical staff believes that the Consumer presents a serious or present or imminent danger of violence to self or another person.
- 8.4. HCS clinical staff will not disclose or disseminate any criminal justice information to unauthorized individuals to include, but not limited to:
 - 8.4.1. Virginia Criminal Information Network (VCIN), National Crime Information Center (NCIC) or Report Management System (RMS) information they come in contact with, as a result of their duties.
 - 8.4.2. Information in reference to active investigations, or investigative techniques they may learn as a result of their duty assigned to the Co-Response Program.

9. CALL AND RESPONSE PROTOCOL

All parties will conform to the protocol established by the Attachments.

10. TRAINING

The following training requirements shall apply when the statewide curriculum for such programs is finalized.

- 10.1. Training of Co-Response Program personnel shall be aligned with requirements of both the DBHDS and Virginia Department of Criminal Justice Services (DCJS).
- 10.2. The Co-Response Officers will receive forty (40) hour basic Crisis Intervention Team (CIT), Advanced Co-Response Program Training and any additional training identified for law enforcement by DCJS.
- 10.3. PSAP dispatchers will be prioritized for a dispatcher-specific version of CIT training and will complete training on behavioral health screenings and protocol.
- 10.4. FH Call Center staff will complete all DBHDS required trainings regarding warmline operations, call triage, and data platform requirements.
- 10.5. NRVCS (Mobile Crisis Hub and REACH) providers and HCS clinical staff will complete DBHDS required mobile crisis trainings, with licensed and license-eligible staff also completing DBHDS Certified Pre-Admission Screener training and certification.
- 10.6. It is also the preference of HCS and recommendation of the local stakeholders that HCS Co-Response Team clinical staff receive an abbreviated police operations training through the law enforcement training academy.
- 10.7. It is strongly recommended that law enforcement administrators and negotiators also complete CIT and Advanced Co-Response Program Training.
- 10.8. All officers who will be designated for law enforcement support of the Co-Response Program will at minimum complete the forty (40) hour basic CIT course.
- 10.9. Basic information regarding Mobile Crisis Teams, Co-Response overview, and Marcus Alert will be provided to all law enforcement partners via Basic Academy protocol or through scheduled trainings and roll calls to ensure all officers have a basic comprehension of responses and operations.

11. DATA AND REPORTING

Each Party to this Agreement will make best efforts to comply with the following as practical and possible:

- 11.1. Quarterly and annual data reporting obligations and program outcomes as such are established by state, regional, and local levels for the Co-Response Program;
- 11.2. Documentation standards of their respective agencies, inclusive of licensure and accreditation standards; and
- 11.3. All required data collection, submission, and system configurations as determined by related parties of DBHDS and DCJS.

12. ANNUAL PROGRAM EVALUATION

- 12.1. The DBHDS and the DCJS will identify required data elements and formatting that will be configured into evaluation standards for PSAP, FH Call Center, Mobile Crisis Team, Co-Response Teams, and law enforcement agencies.

- 12.2. The Mobile Crisis Hub for the region will be responsible for monitoring the standards and outcomes data for any local mobile crisis contract providers established within the region per individual agreements indicating those term requirements.
- 12.3. The Mobile Crisis Hub and the FH Call Center are each responsible for data and outcomes provision to DBHDS.
- 12.4. PSAPs, law enforcement agency parties, the FH Call Center, and the Co-Response Teams are responsible to report, using best available data, the data and outcomes on a state level to both DBHDS and DCJS as part of the annual Co-Response Program legislative evaluation obligations, and also to the local stakeholder groups for situational reviews, as well as quarterly and annual data and outcomes reviews related to individual community values and goals established during stakeholder workgroups.

13. REVISIONS AND TERMINATIONS

- 13.1. The terms of this Agreement may be amended only upon written agreement signed on behalf of all Parties by their duly authorized representative.
- 13.2. Amendments become effective upon the date such written amendment agreement has been signed on behalf of all parties or as otherwise specified in such written amendment agreement.
- 13.3. Any Party may terminate this Agreement upon ninety (90) days advance written notice to the other Parties.

14. INSURANCE

- 14.1. Each party shall maintain the following insurances or self-insurance:

Workers Compensation coverage as required by law.

Comprehensive general liability insurance covering each Party, its subcontractors, agents, and any person providing services hereunder in such minimum amounts as are acceptable to each Party.

Professional liability insurance, on a per occurrence basis or its equivalent in amounts as are acceptable to each Party.

- 14.2. Insurance coverage may be obtained from commercial insurance carriers deemed acceptable by the Parties or it may be deemed satisfied by the showing of other financial responsibility satisfactory to the Parties including: 1) Evidence or statutory limitation on financial liability applicable to the Parties, their employees, and agents; or 2) Evidence of establishment of actuarially sound self-insurance programs.

15. LIABILITY

Each Party remains liable solely for the acts and omissions of its officers, employees, agents and representatives and shall also be responsible for any compensation or benefits owed or accruing solely to its officers, employees, agents or representatives.

16. NO WAIVER OF IMMUNITY

No Party waives or relinquishes any immunity or defense on behalf of itself, trustees, officers, employees (paid or volunteer), and agents as a result of the execution of this Agreement or as a result of the performance of the functions or obligations described herein.

17. AUTHORIZATION OF AGREEMENT

Each Party represents to the other Parties that the execution of the Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of each Party according to its terms.

18. NO WAIVER

No Waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

19. FUNDING

Reimbursement for services, functions, or personnel identified herein is contingent upon available funding. In the absence of available funding, no party is liable for incurred expenses for continued operation of the program, if so chosen.

20. EFFECTIVE DATE

This Agreement shall not become effective unless and until executed by duly authorized representatives of all identified Parties, and once so signed, it shall be effective as of the date first noted above.

21. ENTIRE AGREEMENT

This instrument contains the entire Agreement between the Parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this Agreement are of no force or effect unless in writing and signed by the Parties.

22. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures or signed copies sent by portable document format (PDF) shall be deemed originals.

[Signatures continue on following page.]

IN WITNESS WHEREOF, this instrument has been executed by duly authorized representatives of the Parties as indicated by signatures below.

Highlands Community Services

Signature: _____
By: Rebecca Holmes, LPC, CSAC
Title: Executive Director

New River Valley Community Services

Signature: _____
By: _____
Title: _____

Planning District I Behavioral Health Services

Signature: _____
By: _____
Title: _____

Frontier Health (Crisis Call Center)

Signature: _____
By: _____
Title: _____

City of Bristol, Virginia

Signature: _____
By: _____
Title: _____

Bristol Virginia Police Department

Signature: _____
By: _____
Title: _____

City of Bristol Virginia Sheriff's Office

Signature: _____
By: _____
Title: _____

Virginia State Patrol, Division 4

Signature: _____
By: _____
Title: _____

County of Washington, Virginia

Signature: _____
By: _____
Title: _____

County of Washington Virginia Sheriff's Office

Signature: _____
By: _____
Title: _____

Town of Abingdon Virginia Police Department

Signature: _____
By: _____
Title: _____

Town of Damascus Virginia Police Department

Signature: _____
By: _____
Title: _____

Town of Glade Spring Virginia Police Department

Signature: _____

By: _____

Title: _____

Emory & Henry College Police Department

Signature: _____

By: _____

By: _____

**Virginia Highlands Community College
Police Department**

Signature: _____

By: _____

Title: _____

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GOVERNING THE MARCUS ALERT CO-RESPONSE PROGRAM FOR THE WASHINGTON COUNTY,
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SERVICE AREA FOR HIGHLANDS COMMUNITY SERVICES**

ATTACHMENT A: Co-Response Program Protocol

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PURPOSE

The purpose of this protocol is to establish uniform operations for response by all involved Parties to a crisis call managed pursuant to the Agreement. Only situations that require consumer crisis triage should be filtered through the protocol outlined herein for the following:

1. Dispatching of teams
2. Communications
3. Law Enforcement
4. Clinical Staff

Mobile Crisis Teams and Co-Response Teams will be dispatched in accordance with the triage protocol described in Attachments B and C.

Administrative processing of crisis-related communications should be performed through NRVCS, HCS, or Frontier Health using the emergency contact number identified for the applicable entity.

1. DISPATCHING OF TEAMS

1.1. Dispatch of Mobile Crisis Teams – Triage Level 2

- 1.1.1. Parties may call the FH Call Center directly or through the PSAP. FH Call Center will manage calls as prescribed by the triage levels described in Attachments B and C.
- 1.1.2. For Triage Level Two incidents, the FH Call Center will request dispatch of a Mobile Crisis Team based upon the guidelines established in the Memorandum of Understanding between the Mobile Crisis Hub and locally contracted providers, including HCS.
- 1.1.3. If the FH Call Center determines a Mobile Crisis Team should be dispatched, the FH Call Center will notify the Mobile Crisis Hub (or designee) by telephone.
- 1.1.4. Upon dispatching a Mobile Crisis Team, the Mobile Crisis Hub will notify the FH Call Center of such. The FH Call Center will notify the respective PSAP that a Mobile Crisis Team has been dispatched. PSAPs will share any safety warnings and/or restrictions or voluntary registration information accessible within the PSAP system.

- 1.1.5. The PSAP will track the Mobile Crisis Team according to its standard protocol. A Call for Service case number in this situation will be created indicating the location of the Mobile Crisis Team in the Service Area. This action is primarily for the safety of the Mobile Crisis Team. It will be the responsibility of the Mobile Crisis Team to notify the FH Call Center when their assignment is completed and advise disposition. The FH Call Center will notify the respective PSAP that the Mobile Crisis Team is no longer in the field. The PSAP does not need to track data in this instance.
- 1.1.6. The FH Call Center will routinely notify appropriate PSAP of all FH Call Center-dispatched Mobile Crisis Teams for location and estimated time of arrival (ETA).
- 1.1.7. If a Mobile Crisis Team is on scene and requires law enforcement support, the Mobile Crisis Team will withdraw to a safe location if necessary and notify PSAP. PSAP will dispatch law enforcement support to respond as quickly as possible based upon the circumstances.
- 1.1.8. During the response, if either the FH Call Center or PSAP become aware of a change in circumstance requiring law enforcement support, the entities will communicate such between them. The call will be re-classified as a Level Three Triage. The FH Call Center will notify the Mobile Crisis Team, which will stage until scene is secured.

1.2. Dispatch of Co-Responder Team – Triage Levels 3 and 4

- 1.2.1. For Triage Levels 3 and 4, PSAP Partners will request dispatch of a Co-Response Team, as appropriate.
- 1.2.2. PSAP Partners will contact the Co-Response Teams directly primarily via police radio, with an optional telephone backup. Washington County PSAP will serve as the primary PSAP for dispatching of Co-Response Teams.
- 1.2.3. In addition to responding to requests from the PSAP Partners, the Co-Response Team will respond to requests from field units or an incident commander on scene when assistance is needed in handling a person experiencing a behavioral health crisis if a Co-Response Team is available. Such calls will be routed through the appropriate PSAP. In some Level Four situations where the Co-Response Team is requested, services provided may include (i) minimal intervention with consumers experiencing the behavioral health crisis until the scene is de-escalated to a Level Three scenario, (ii) consultation with law enforcement providing on-scene interventions, or (iii) provision of known history of the individual to ensure safety and a treatment-before-tragedy approach for all involved.

- 1.2.4. PSAP Partners also will contact the Co-Response Teams directly for incidents originally triaged as Level One or Two for which PSAP receives notice from the Mobile Crisis Unit or law enforcement of escalation to a Level Three or Four incident.

1.3. Dispatch of Law Enforcement Support

- 1.3.1. At any point, should a Mobile Crisis Team or Co-Response Team encounter the need for law enforcement support while in the field, they should do so by directly contacting PSAP for assistance to be dispatched. Calls for assistance would be primarily by phone.
- 1.3.2. Whenever possible the PSAP will dispatch a CIT-trained officer as part of the law enforcement support. CIT-trained officers will be designated in the Computer Aided Dispatch system. Law enforcement support will serve to provide additional protection for all parties involved.
- 1.3.3. The Co-Response Officer will complete an incident report which denotes the disposition as well as any paperwork necessary for Co-Response Program Data Collection purposes. Any additional reporting/documentation by officers serving in a law enforcement support capacity will be determined by their respective law enforcement agency administration as well as any Co-Response Program data collection requirements as required by the state.

2. COMMUNICATIONS

- 2.1. Calls triaged as Level One and Two will be transferred to or kept by the FH Call Center to establish response dispositions.
- 2.2. Calls triaged as Level Three and Four will be transferred to or kept by the PSAP to establish response dispositions.
- 2.3. Due to the complexity and number of entities involved in the dispatching and response process, as well as the prioritization of continuity of care for vulnerable consumers, a specific contact and follow up protocol is required. The protocol for such communications will be that the entity to which a call is referred will report back to the referring entity with the disposition of the referred call. In other words, each entity will provide, in a timely manner, a decisional response back to the entity from which they received the incident referral.

For example:

If FH Call Center receives a phone call from the PSAP and refers the call to the Mobile Crisis Hub, the Mobile Crisis Hub will call the FH Call Center back with a disposition, such as “in route to 123 Smith Street with an (ETA) of 1:30 PM”, as soon as possible after such disposition has been initiated. The FH Call Center

would then advise the referring PSAP of the dispatch of the Mobile Crisis Team and provide the address of the incident response and the ETA.

- 2.4. Requests received by City of Bristol PSAP or Virginia State Police PSAP should be collaborated with and dispatched through Washington County PSAP.
- 2.5. When Washington County PSAP dispatches a Co-Response Team to an incident occurring in the City of Bristol, Washington County PSAP will advise the Co-Response Team to switch to the Bristol Virginia Police radio frequency for information and all further communications.
- 2.6. Co-Response Team responses will be tracked on the involved PSAP Partner's (or Partners') respective call sheet(s).

3. LAW ENFORCEMENT

- 3.1. In the context of a pending emergency situation, the Co-Response Officer present for the incident will have primary responsibility for execution of paperless Emergency Custody Orders (ECOs) or arrest for probable cause indicating criminal conduct when such response is needed. However, in the interest of avoiding encumbrance of the Co-Response Officer with responsibility for maintaining custody throughout the ECO process when the emergency situation is taking place outside the jurisdictional boundaries of the Hiring Agency, the Co-Response Officer may transfer such responsibility for execution of a paperless ECO or for arrest to the law enforcement support officers for which the situation is occurring within the jurisdiction of their employment. Law enforcement Parties agree to accept such transfer of responsibilities under appropriate circumstances.
- 3.2. If a Consumer in crisis agrees to a voluntary assessment, the Co-Response Officer, in consultation with the HCS clinical staff, may provide transport to the Crisis Intervention Team Assessment Center or hospital, as available, if feasible.
- 3.3. The Co-Response Officer will be responsible to transport HCS clinical staff to and from the location to which the Co-Response Team is dispatched for response to a mental health crisis event.
- 3.4. Safety
 - 3.4.1. In accordance with established law enforcement standards and procedures, the Co-Response Officer and law enforcement support will make best efforts to provide a safe environment for person(s) involved in a response pursuant to this Agreement. The law enforcement support in consultation with the Co-Response Officer will serve as the lead in:
 - Reviewing of the on-site location for potential hazards,
 - Consumer negotiations,
 - Assist with on-site safety, and

- Establishment of and sharing the safety plan.

3.4.2. If either the Co-Response Team or law enforcement support determines that the incident is an incident in which one or more persons are actively engaging in killing or attempting to kill people or otherwise an incident that poses a grave danger to personal safety, law enforcement support will secure the site before initiation of services by the Co-Response Team. In the event that this would occur, the responding law enforcement officer(s) may respond separately from any clinician on the team due to the active safety threat at the scene.

3.5. Arrests and Criminal Charges

3.5.1. The Co-Response Officer will defer actions regarding criminal matters to law enforcement support when such support is present, except in emergent circumstances.

3.5.2. Law enforcement support, may consult with the Co-Response Team to determine whether circumstances warrant arrest and criminal charges in lieu of behavioral health services.

4. CLINICAL STAFF

4.1. Provision of Behavioral Health Services.

The designated Co-Response Team will provide initial triage and establish the plan for appropriate follow-up for the Consumer.

4.2. Co-Response Program services to be provided by HCS Clinical Staff will include assessment, crisis intervention, de-escalation, needs and resource identification, referral and support to Consumers and families, as well as support and consultation with law enforcement.

4.3. Safety

4.3.1. HCS Clinical Staff will follow directions given by the Co-Response Officer and law enforcement support in any matter related to safety and securing the site including, but not limited to:

- Wearing protective gear,
- Vacating the site,
- Ceasing Consumer interaction,
- Following all instructions by Co-Response Officer and Law Enforcement support, and
- Discontinuation of Co-Response Program incident response.

4.3.2. While in active Co-Response Program incident response, all participating HCS staff and the Co-Response Officer shall wear an agency-provided ballistic vest and any and all protective gear required by the law enforcement support.

4.4. Arrests and Criminal Charges

The HCS Clinical Staff will defer to the Co-Response Officer and law enforcement support when it is determined that criminal charges are necessary in lieu of behavioral health services and shall not interfere with any criminal investigation at the scene.

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ATTACHMENT B: PSAP Triage Protocol

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Administrative processes, such as notifications of ECO issuance, or local partner outreach for emergency consultation/evaluations, will continue to be referred to the local CSB Emergency Services Department (current practice), and not transferred to The Crisis Call Center. (Local partners include medical providers, hospitals, jails, or other CSBs.)

Transient symptoms such as interpersonal conflict, anger, distress, frustrations with others, agitation, and confusion are common presentations handled by PSAPs and Crisis Call Centers on a routine basis. Those elements will not be primary indicators of how any given call will be triaged, but will instead be noted and considered for final disposition as the PSAP/Call Center seek to determine the underlying issue present and in need of response.

TRIAGE LEVEL 1

(INCIDENTS APPROPRIATE FOR CRISIS CALL CENTER PHONE INTERVENTION)

9-1-1 to remain on the line until Crisis Call Center transfer confirmed

Examples may include (but not limited to):

- Individuals experiencing a non-life-threatening mental health crisis.
- Individuals who have expressed a desire not to live or has passive desires to harm oneself with no plan/means or opportunity to carry out. Individual is **NOT** actively attempting suicide or physically violent toward themselves or others.
- Individual has **no** homicidal/suicidal thoughts, intent, or behavior
- Interpersonal conflicts, expressions of anger, or disturbances with a mental health component and there is no threat, means, or opportunity of violence.
- Individuals who are confused, agitated, or expressing anger in general, not necessarily towards someone else.
- Low level acts of violence that do not pose a risk of injury to self or others, i.e. a child throwing objects at someone else, or mild pushing of another.
- Parents requesting law enforcement due to a child having **non-violent** behavioral issues, regardless of whether the child has a known mental health diagnosis.
- Repeat callers with a known **non-violent** mental health history.
- Needs for listening, supports, and provision of referrals and information for resources.
- Connection to local CSB for Same Day Access or to provider of choice in the community.

TRIAGE LEVEL 2

(INCIDENTS THAT MAY BE APPROPRIATE FOR A **MOBILE CRISIS TEAM RESPONSE**)

9-1-1 to remain on the line until Crisis Call Center transfer is confirmed

Examples may include (but not limited to):

- Distressed, angry, agitated individuals with imminent need for in-person behavioral health support.
- Calls requesting law enforcement law enforcement response due to a person experiencing a psychosis or altered mental state and are **NOT** physically violent towards themselves or others.
- No homicidal thoughts, intent, or behavior.
- Suicidal thoughts with no intent, plan or means/opportunity to carry out.
- Minor self-injurious behavior requiring no immediate medical intervention (an example would be someone not eating or taking their medicines, or lack of self-care). This **does not** include physical self- injury.
- Substance use without aggression.
- Third party calls (known or unknow to the consumer) concerning the welfare of someone who has a potential non-violent mental health history, or who may be suffering a non-violent mental health crisis.

TRIAGE LEVEL 3

(INCIDENTS REQUIRING LAW ENFORCEMENT/EMERGENCY MEDICAL SERVICES RESPONSE. CRISIS CALL CENTER MAY BE CONTACTED/CONSULTED TO POTENTIALLY HELP DEFUSE THE SITUATION AND DETERMINE IF A CO-RESPONSE UNIT IS APPROPRIATE.)

Examples may include (but not limited to):

- Active aggression/combativeness
- Active psychosis
- Homicidal thoughts with **no** active behavior or intent or access to means.
- Active self-injurious behavior with concerns for medical risks (i.e., self-cutting)
- Suicidal thoughts with a specified plan (may or may not include access to means)
- Service of Emergency Commitment Orders by trained, but non-Marcus Alert Law Enforcement personnel, with continued access to CITAC for handoff and intervention. (FH Crisis Call Center to be consulted at the request of serving officers. If Co-Response Team is dispatched, they are only as support to officers on scene for behavioral de-escalation.)
- Calls which may meet the criteria of Level 2 but may be occurring in a location that presents physical hazards for response by only a Mobile Crisis Team. In such settings, elevating to a

Level 3 for co-response team dispatch may be warranted to help control safety within the surrounding environment.

TRIAGE LEVEL 4

(LAW ENFORCEMENT/EMERGENCY MEDICAL SERVICES/FIRE RESPONSE ONLY. CONTACT 9-1-1 FOR A CO-RESPONSE UNIT AT THE REQUEST OF AN INCIDENT COMMANDER OR OFFICER ON SCENE)

Examples may include (but not limited to):

- DIRECT IMMEDIATE THREAT TO LIFE
- Active suicide attempt where injuries have already occurred or a situation where suicide is imminent (when intent, plan, and means to commit are present)
- Actively assaultive violent towards others, or themselves, with the ability to cause significant harm.
- Homicidal/suicidal threats/intent and a weapon is present or easily accessible
- Substance impairment with physical aggression or severe psychiatric instability
- In progress criminal activity
- Domestic violence incidents

**MEMORANDUM OF UNDERSTANDING
GOVERNING THE MARCUS ALERT CO-RESPONSE PROGRAM FOR THE WASHINGTON COUNTY,
VIRGINIA – CITY OF BRISTOL, VIRGINIA
SERVICE AREA FOR HIGHLANDS COMMUNITY SERVICES**

ATTACHMENT C: 4-Level Triage Response Protocol

4 Level Triage Response Protocol

