**MEMORANDUM OF UNDERSTANDING – MARCUS ALERT PROTOCOL 2**

**CITY OF VIRGINIA BEACH**

**Through its**

**POLICE DEPARTMENT**

**DEPARTMENT OF HUMAN SERVICES**

**and**

**DEPARTMENT OF EMERGENCY COMMUNICATIONS AND CITIZEN SERVICES,**

**and**

**THE WESTERN TIDEWATER COMMUNITY SERVICES BOARD**

This Memorandum of Understanding (“MOU”) is made on October 1, 2021, by and between the City of Virginia Beach, a municipal entity in the Commonwealth of Virginia, by and through its Police Department (VBPD), Department of Human Services (DHS), and Department of Emergency Communications and Citizens Services (VBECCS) and the Western Tidewater Community Services Board (“WTCSB”),a political subdivision of the Commonwealth of Virginia, whose principal place of business is located at 7025 Harbourview Blvd. Suite 119, Suffolk, Virginia 23435. The City AND WTCSB may be collectively referred to as the “parties” and individually as “party.” The terms used herein shall have those meanings as set forth in Virginia Code §9.1-102, §9.1-193, and §37.2-311.1. The term   
“Region” shall mean “Region V,” unless specifically designated otherwise.

WHEREAS, in 2020, the Virginia General Assembly amended Virginia Coode §9.1-102, and enacted Virginia Code §9.1-193 and §37.2-311.1, which specifically created the Mental health awareness response and community understanding services alert system (hereinafter referred to as “Marcus Alert”); and

WHERERAS, Virginia Code §9.1-193 et seq. and §37.2-311.1 provide in sum that all designated localities across the Commonwealth shall establish a framework for implementation of the Marcus Alert within their region; and

WHERERAS, the legislation enacted in Virginia is meant to utilize the new “988” emergency mental health hotline enacted by the United States Federal Government; and

WHEREAS, VBPD is the designated law enforcement agency serving the City, which is a designated a Marcus Alert Community; and

WHEREAS DHS is the City agency responsible for providing Marcus Alert crisis related behavioral health services within the City and Region; and

WHEREAS, VBECCS is the 911 emergency services operator for the City; and

WHEREAS, WTCSB is, and/or will be, the operator of the Regional 988 and Crisis Call Center for the Region, which includes the City and both parties have mutual interest in agreeing to the established principals outlined in this document as best practice for ensuring safe and timely intervention for behavioral health crises; and

WHEREAS,this agreement is intended to establish the framework for utilization of the Marcus Alert with regard to calls for service originating within the City limits only.

NOW, THEREFORE,in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. **Responsibilities of WTCSB**
   1. Staff a 24-hour 988 Regional Crisis Call Center (RCCC) for the Region and dispatch mobile responders from each of the three Crisis Response Centers throughout the Region, which are: The Eastern Response Center operated by Virginia Beach DHS, The Central Hub operated by WTCSB, and the Northern Response Center operated by Middle Peninsula Northern Neck CSB.
   2. Coordinate crisis response by behavioral health providers for all Marcus Alert Level 1 and Level 2 Crisis Calls received through the Regional crisis line and the local Public Safety Answering Point (PSAP), which for the City is ECCS.
   3. Alert VBPD through the VBECCS whenever dispatching a regional mobile crisis responder to a Marcus Alert Level 2 call within the City, including provision of the name of the provider, address they are responding to, and any other relevant information.
   4. Accept warm hand-offs for all Marcus Alert Level 1 and Level 2 calls received by VBECCS and coordinate response efforts to appropriate Crisis Response Center
   5. Complete a warm transfer to VBECCS for any Marcus Alert Level 3 or Level 4 calls received by the RCCC that present safety concerns and/or require the coordination of the dispatch of applicable VBPD resources or any other City of Virginia Beach resources.
   6. Dispatch a Regional mobile crisis provider(s) whenever possible if a local Mobile Crisis Response Team (MCRT) is not available.
   7. Conduct an initial status check for Regional mobile crisis provider(s) within 10 minutes of the providers arrival on scene and subsequent status checks every 30 minutes or more frequently as requested by the mobile crisis provider.
   8. Alert the VBPD through VBECCS if at any time a mobile crisis provider assesses the Marcus Alert Level to rise to a Level 3 or Level 4, if they deem the scene to be unsafe for themselves, a client, or bystanders, and/or if the mobile crisis provider does not respond to a status check.
   9. Document all calls, responses, and outcomes in the call center data platform.
   10. Work collaboratively, as technology allows, to integrate information sharing for Marcus Alert Calls between the VBECCS CAD system and the RCC data platform.
   11. As mutually agreed upon, provide or participate in collaborative training to enhance training and safety of all parties.
2. **Responsibilities of VBPD and DHS**
   1. Establish MCRTs or CIT team comprised of a CIT law enforcement officer and behavioral health provider.
   2. Document all calls, responses, and outcomes utilizing the VBECCS CAD system.
   3. Provide or participate in collaborative training to enhance training and safety of all parties as mutually agreed upon.
3. **Responsibilities of VBECCS**
   1. Complete a warm transfer to the RCCC for any call that is screened as Marcus Alert Level 1 or Level 2 call.
   2. Receive a warm transfer from the RCCC for any call that is screened as a Marcus Alert Level 3 or Level 4 and as appropriate and available dispatch a MCRT, CIT trained Officer, or other level of support as dictated by the presenting needs of the situation.
   3. Upon notification that a Marcus Alert Level 2 call is being responded to by a regional mobile crisis provider VBECCS is to inform any local units on patrol of the response and be prepared to dispatch assistance if requested by the RCC or the regional mobile crisis provider.  Dispatch resources based on availability, proximity to, and volatility of the situation with treatment first principles in mind:
      1. MCRT
      2. CIT Trained Officer
      3. Nearest Patrol Officer
   4. Through the VBECCS, provide status checks for the MCRT according to the schedule and guidelines established within the City of Virginia Beach.
   5. Work collaboratively, as technology allows, to integrate information sharing for Marcus Alert Calls between the VBECCS CAD system and the RCC data platform
   6. As mutually agreed upon provide or participate in collaborative training to enhance training and safety of all parties.
4. **Entire Understanding**

This Agreement contains the entire understanding of the Parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized official of VBPD and WTCSB.

1. **Governing Law**

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia. The Parties shall abide by all applicable federal, state and local laws and regulations.

1. **Binding Effect**

This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

1. **Confidentiality**

The use, retention, and disclosure of confidential patient information will at all times be consistent with the requirements of applicable federal, state and local law, regulations, and statutes governing the use and disclosure of such information, including but not limited to, the provisions of Code of Virginia §63.2-104 and §63.2-105 (1950), as amended, Code of Virginia §32.1-127.1:03 (1950), as amended, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Code of Federal Regulations Title 42, Ch. I, Subchapter A, Part 2 (hereinafter “42 C.F.R., Part 2”) and any current and future regulations promulgated thereunder. The parties agree not to sue or further disclose any protected Health Information (as defined in Code of Federal Regulations Title 45, Subtitle A, Subchapter C, Part 160, §160.103 (hereinafter 45 C.F.R. §160.103) and 42 C.F.R., Part 2) or Individually Identifiable Health Information (as defined in 45 C.F.R. §160.103), other than as permitted by HIPAA regulations and 42 C.F.R., Part 2.

1. **Availability of Funds**

It is understood and agreed between the parties herein that WTCSB shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

1. **Notice**

Any written communication or notice pursuant to this Agreement shall be made to the following representatives of the respective parties at the following addresses:

For the WTCSB: Demetrios Peratsakis, Executive Director

Western Tidewater CSB

7025 Harbour View Blvd., Suite 119

Suffolk, Virginia 23435

For VBECCS: Ms. Jada Lee, Director

Virginia Beach Department of Emergency Communications and Citizen Services

2401 Courthouse Drive

Virginia Beach, VA 23456

For VBPD: Paul W. Neudigate, Police Chief

Virginia Beach Police Department

2509 Princess Anne Road

Virginia Beach, VA 23456

For DHS: Angela Hicks, Deputy Director

Virginia Beach Department of Human Services- BHDS

Pembroke 6, Ste. 302

Virginia Beach, VA 232462

1. **Termination Without Cause**

The City and the Provider reserve the right to terminate the agreement upon thirty (30) days written notice to the other party.

No rights and duties hereunder shall accrue beyond the effective date of cancellation.

**AUTHORIZED SIGNATURES ARE ON THE FOLLOWING PAGE**

As evidence of their agreement to the terms and conditions set forth herein and to their individual authority to bind their respective agencies to this Agreement, the Parties affix their authorized signatures hereto:

**VBECCS**: **WTCSB**:

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Ms. Jada Lee, Director Demetrios Peratsakis, Executive Director

**VBPD:**

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Paul W. Neudigate, Police Chief

**VBDHS:**

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Aileen Smith, Director

**Approved as to Content:**

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

Leah Hunger, Risk Management Administrator

**Approved as to Legal Sufficiency:**

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

Marjorie A. Smith, Senior City Attorney