

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective _____, 2017, by and between the City of Lawrence, Kansas, a municipal corporation under the laws of the State of Kansas, (hereinafter referred to as the "City") and Bert Nash Mental Health Center, a nonprofit community mental health organization offering a wide range of outpatient services (hereinafter referred to as the "Bert Nash"). The City and Bert Nash may, from time to time herein, be collectively referred to as "the Parties."

WHEREAS, the City has a department, the Lawrence Police Department (LKPD), that is the principal law enforcement agency in the City of Lawrence, Kansas, that exercises such authority and jurisdiction granted by the laws of the State of Kansas; and

WHEREAS, founded in 1950 Bert Nash is a licensed, comprehensive mental health facility committed to providing research-based services to Douglas County residents; and

WHEREAS, there is frequent contact between mental health screeners and patrol officers as well as collaboration on Crisis Intervention Training (CIT) and Mental Health First Aid training for new police recruits, and LKPD and Bert Nash have had a long history of cooperation regarding their shared mutual interests in a strong and safe Lawrence community; and

WHEREAS, LKPD and Bert Nash have established a joint operation named "Mental Health Team," otherwise known as "MHT," which includes the assigned Bert Nash Mental Health Co-Responder working in conjunction with an assigned specially trained LKPD Officer; and

WHEREAS, the parties desire to clarify how the parties may cooperate in the future for the purposes of establishing a partnership with the Mental Health Co-Responder services provided by Bert Nash Mental Health Center and the LKPD Mental Health Team; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. **Life of this Understanding**

This MOU shall be effective on the date of the last signature of the executing parties and remains in effect unless terminated pursuant to Section VIII of this MOU.

II. **Purpose of this Understanding**

This MOU establishes the expected roles of Bert Nash Mental Health Center and LKPD to ensure the continued functionality of the Mental Health Unit and Mental Health Co-Responder program. This MOU establishes transportation, equipment, logistical and supply obligations, as well as operational protocols.

III. **Mission of the program**

The purpose of the MHT is to aid the City's employees in handling calls for service involving persons suffering from an observed or perceived mental health crisis. The MHT makes use of co-deployed employees from Bert Nash Mental Health Services and specially trained employees from LKPD. The MHT serve as secondary responders on all calls for service. The parties agree that MHT does not regularly deploy its personnel in mental health or homeless shelter facilities or evaluate in-custody jail inmates. The MHT shall be deployed out of the Law Enforcement Center, 111 East 11th Street, within the LKPD or other City law enforcement facility designated by the City.

IV. **Management of Operation**

Executive and Functional LKPD management responsibility shall remain with the Captain assigned to the Technical Services Division. Line management responsibility over the team and co-responder will remain with the Sergeant assigned to the MHT.

V. **Conditions and Procedures**

A. **Deployment of Personnel by LKPD**

As resources allow, LKPD will deploy a sufficient number of officers and sworn supervisors to the MHT to enable co-deployment with Bert Nash personnel to endeavor to provide maximum City coverage. Deployment will generally be enabled five (5) days a week, eight (8) hours a day, and should reflect the trends of increasing call and workload. However, LKPD reserves the right to alter the response to respond to other city-wide demands. The LKPD shall deploy the officers in a soft uniform. When deployed, the MHT will provide advice and required assistance to field officers. Should the LKPD expand the MHT operations to cover more time or shifts, the LKPD

will strive deploy a sufficient number of officers and/or sworn supervisors to staff the expansion.

B. Deployment of Personnel by Bert Nash Mental Health Services

Bert Nash Mental Health Services shall deploy a sufficient number of clinicians to the MHT to enable co-deployment with LKPD personnel to strive to reach maximum City coverage. Deployment will be enabled five (5) days a week, eight (8) hours a day, and should generally reflect the trends of increasing call and workload. The MHT shall deploy qualified clinicians in plain clothes; they shall deploy to investigate, process, and report on mentally ill subjects, as well as provide advice and required assistance to field officers. Should the LKPD expand the MHT operations, Bert Nash Mental Health Services will deploy a sufficient number of clinicians to staff the expansion.

The Bert Nash clinicians shall provide a variety of clinical services for persons suffering from severe mental and emotional disorders; assist patients; their families; law enforcement and other social agencies in understanding and finding solutions to problems that lead to and result from mental illness and severe emotional disorders.

C. Office Space, Transportation, Equipment and Supplies

The LKPD shall provide its personnel the necessary office space, furniture, equipment, computers, radios, supplies, vehicles, and logistical support to ensure functionality of the MHT. The LKPD agrees to provide Bert Nash Mental Health Services personnel office space, furniture, and logistical support, when available, to ensure the functionality of the MHT. Bert Nash Mental Health Services will provide its own computers and communications equipment.

D. Access to Police Facilities

The LKPD shall issue to Bert Nash Mental Health Services Co-Responders limited access badges to the Judicial and Law Enforcement Center, 111 East 11th Street. Issuance of these access badges shall be for the term of service in the capacity of being a Co-Responder deployed with the MHT. The Co-Responder shall keep such badge in a safe place at all times and shall not share it or provide it to another person without first obtaining advanced written approval of the LKPD Chief of Police. At the termination of individual deployment with the MHT, the Co-Responder will return the access badge to the LKPD. LKPD may terminate access to any Co-Responder for any reason at any time.

E. Confidentiality and Sharing of Information

All personnel assigned to the MHT shall be knowledgeable and abide by the provisions of the law pertaining to confidentiality of information related to a client's mental health history and other medical records, and, to the extent it is applicable, compliant with the Health Information Privacy Protection Act (HIPPA).

The mental health history of a client is accessed only by Bert Nash Mental Health Services clinicians through their resources and is made available to law enforcement only during critical incidents. The clinicians may disclose this information and any other protected mental health information to employees within the LKPD in the following circumstances:

- In response to a court order, warrant, subpoena, summons or process issued by a court
- If the clinician believes that the client presents a danger to themselves or others.

F. Off-Hours management of Mental Illness Response Calls

During off-hours, when members of the MHT are not working, normal procedures concerning responding to mental health related calls shall apply. Reports taken shall be forwarded to the line supervisor of the MHT for investigation and follow up.

G. Unusual Occurrences

Bert Nash shall notify LKPD in advance when its personnel must be re-deployed due to training obligations, mandatory meetings, or county-wide crisis events. Similarly, LKPD will notify Bert Nash if officers assigned to the MHT are re-deployed for training obligations, mandatory meetings, or crisis events.

In the event of a crisis event involving mental health circumstances, the MHT may be deployed to the scene of the event at the discretion of the MHT supervisor. Bert Nash employees shall not be required to respond if they feel their personal safety is at risk.

H. Training

The supervisor assigned to the MHT will coordinate team training which may include in-house training or selected off-site training. The MHT will provide intellectual and personnel support to the LKPD for in-service trainings.

The parties agree to meet quarterly at agreed upon times, or as otherwise agreed to by the parties, to discuss matters relating to this MOU, including

the operation of the MHT and issues arising from both the co-responder and MHT officer.

I. Legal Status

This MOU is a cooperative partnership and does not create a separate legal entity or any legally enforceable rights for either party. Each participating agency shall be responsible for the actions of their respective employees. Each agency shall hold the other harmless in matters arising out of this MOU. Each agency shall provide for their own legal defense against any claims brought about as a result of this MOU or the conduct of their respective employees. Further the Bert Nash Mental Health employee is not a Law Enforcement Officer and shall not be required or expected to enforce criminal statutes. The LKPD officer assigned to the MHT is not a mental health professional and is not expected or required to perform mental health screens or safety plans.

VI. Revisions and Cancellations

The terms of this agreement may be amended upon written approval by both original parties, and the designated representatives. The Parties shall endeavor to examine this MOU biennially, to ensure compatibility and effectiveness with any changes in laws, policies, or circumstances. The MOU becomes effective upon the date of approval. Either party may cancel this agreement upon sixty (60) days written notice to the other party, provided, however, that either party may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law. The City reserves the total right to dismantle the MHT at any time. The City's budget for MHT is subject to annual appropriations. If funding for the MHT co-responder is allocated, the City will compensate Bert Nash Mental Health on a monthly basis for the approved and reasonable costs associated with the salary, benefits and other expenses related to the Bert Nash employee's service to the MHT.

VII. No Private Right Created

This is an internal government MOU between LKPD and Bert Nash Mental Health Services and is not intended to confer any right or benefit to a private person or any third party. This MOU does not create a partnership between the parties, and each party is responsible for the worker's compensation and overtime of its own employees.

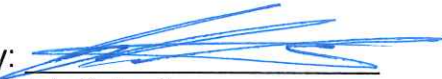
VIII. Indemnification

Each Party agrees to defend, indemnify, and hold harmless the other Party and its respective employees, officers, and agents from any and all claims, demands, suits, actions, losses, damages or expenses of every kind and

description, including attorneys' fees and/or litigation expenses, of any person or persons arising out of or based upon property loss, property damage, personal injury or death resulting from the activities as set forth in this MOU.

IN WITNESS WHEREOF, the undersigned hereto have executed this MOU this ___ day of _____, 2018.

By: _____
Thomas M. Markus
City Manager
City of Lawrence
Lawrence, KS
Date: _____

By: 
Patrick Schmitz
Chief Executive Officer
Bert Nash Mental Health Center
Lawrence, KS
Date: 3-16-2018