

Amendment #2

**Memorandum of Understanding
Between
The City of Fife Police Department
And
The City of Fife of Jail,
And
OptumHealth Pierce Regional Support Network (RSN)**

The Parties agree to the following:

I. AMENDMENT:

A. Effective upon signature of both parties:

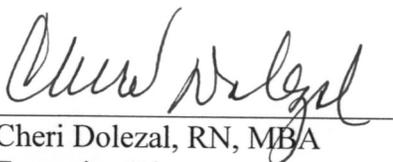
1. Section 9.1 of the Memorandum of Understanding (MOU) reference above is amended to extend the MOU term and to read as follows:

“The term of this MOU is from the date both parties have signed through December 31, 2015.”

II. ENTIRE MEMORANDUM OF UNDERSTANDING:

- A. No other Sections of this MOU are amended, revised or changed by this writing.
- B. This Amendment is effective upon signature of both Parties.

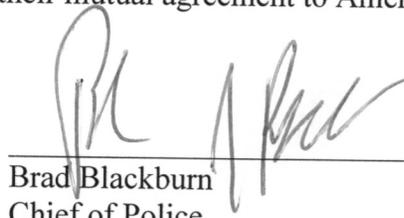
IN WITNESS WHEREOF, the Parties sign their mutual agreement to Amendment #2.



Cheri Dolezal, RN, MBA
Executive Director
OptumHealth Pierce RSN
3315 South 23rd Street
Suite 310
Tacoma, WA 98405

Date

8/14/2013



Brad Blackburn
Chief of Police
City of Fife Police Department
3737 Pacific Highway East
Fife, WA 98424

Date

08/17/13

**Memorandum of Understanding
between
The City of Fife Police Department
and
The City of Fife Jail,
and
OptumHealth Pierce Regional Support Network (RSN)**

*Copy of
MOU for
your
reference.
Todd
Henry*

Amendment #1

The parties agree to the following:

I. AMENDMENT:

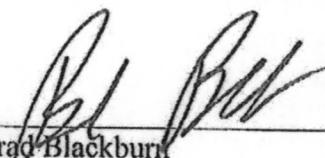
- A. Effective upon signature of both parties, Section 9.1 of the Memorandum of Understanding (MOU) referenced above is amended to extend the MOU term and to read as follows:

"The term of this MOU is from the date both parties have signed through September 30, 2013."

II. ENTIRE STATEMENT OF AGREEMENT

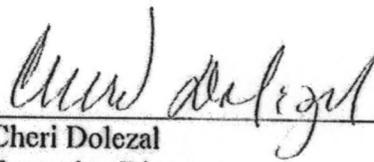
- A. No other Sections of this MOU are amended by this writing.
B. This amendment is effective upon signature of both parties.

IN WITNESS WHEREOF, the parties sign their mutual agreement to Amendment #1.



Brad Blackburn
Chief of Police
City of Fife Police Department
3737 Pacific Highway East
Fife, WA 98424

Date: 05/17/11



Cheri Dolezal
Executive Director
OptumHealth Pierce RSN
3315 South 23rd Street, Suite 310
Tacoma, WA 98405

Date: May 11, 2011

**Memorandum of Understanding
between
the City of Fife Police Department
the
The City of Fife Jail
and
OptumHealth Pierce Regional Support Network (RSN)**

This Memorandum of Understanding (hereinafter referred to as "MOU"), is made and entered into by the **City of Fife Police Department** (hereinafter referred to as "FPD"), the **City of Fife Jail** and **OptumHealth Pierce Regional Support Network (RSN)** (hereinafter referred to as "OptumHealth PRSN").

1.0. Purpose

- 1.1. The purpose of this MOU is to define the roles and responsibilities between the **FPD, the City of Fife Jail and OptumHealth PRSN** to accomplish the following:
 - 1.1.1. Coordinate communication and resource allocation with law enforcement personnel in the City of Fife for individuals needing the assistance of the crisis mental health services (e.g., evaluation and treatment (E&T), crisis triage, mobile outreach crisis triage (MOCT));
 - 1.1.2. Coordinate mental health services for persons whom have been arrested and who's criminal case is pending and/or are incarcerated in the local jail or other facility utilized by the **FPD** (i.e., inmates);
 - 1.1.3. Increase awareness about mental health issues among law enforcement personnel and the City of Fife community;
 - 1.1.4. Enhance coordination between law enforcement and mental health provider organizations for emergency and disaster planning and response.
- 1.2. The parties agree that it is to the benefit of the general public and consumers of mental health services that law enforcement professionals continually enhance their knowledge, skills and understanding of mental health issues, the needs of persons with mental illness, and developments in the public mental health systems.
- 1.3. The parties agree that it is to the benefit of the RSN staff and the staff working in the mental health system of care in Pierce County to continually enhance their knowledge and understanding of the criminal justice system in order to better meet the needs of individuals with mental health issues who have interactions with the law enforcement, jail and court systems.

- 1.4. The parties agree that it is important that the staff of the RSN; the staff of the mental health provider organizations and law enforcement personnel have a solid working relationship in order to better assist individuals with mental illness to be treated with respect, honor their rights, and to navigate the legal and public mental health systems.

2.0. Background

2.1. FPD, and the City of Fife jail

The Fife Police Department (PPD) serves the City of Fife in Pierce County, Washington. The FPD mission statement; "We are committed to partner with our community to create a safe city by providing the highest level of services." The Core Values of the Department being "respect, integrity, fairness, and service."

The FPD is organized into several units: Patrol Unit, Investigation Unit, and Communications, Vehicle Inspection and Corrections Unit.

The FPD HQ, and Jail are located at: Public Safety Building,
3737 Pacific Highway E, Fife, WA 98424.

The jail is a 34 bed facility for males only and is utilized by the City of Fife and through contracts with these Pierce and South King County Cities.
King County: Federal Way; Algona; Black Diamond; Des Moines; Pacific;
Milton: Normandy Park
Pierce County: Milton; Steilacoom; Bonney Lake; Roy; Ruston; Eatonville

2.2. OptumHealth PRSN

OptumHealth Pierce Regional Support Network (RSN) is the Regional Support Network in Pierce County, Washington. The RSN office is located at 3315 S. 23rd Street, Suite 310, Tacoma, WA 98405.

OptumHealth PRSN contracts with the Washington State Department of Social and Health Services to serve as a Pre-paid Inpatient Health Plan (PIHP) and to manage community mental health services in Pierce County.

In turn, OptumHealth PRSN contracts with local Community Mental Health Agencies (CMHA) for the provision of mental health services to eligible persons in Pierce County.

3.0. Role & Responsibilities of the Parties

3.1. The parties voluntarily agree to the following roles:

3.1.1. FPD:

3.1.1.1. Contact the **OptumHealth PRSN's** Crisis Line, operated by **ProtoCall**, when there is a person in need of mobile outreach crisis triage (**MOCT**), or other crisis mental health services; Coordinate with **ProtoCall** staff regarding the best service option(s) in order to help maximize the use of limited public mental health resources.

3.1.1.2. Communicate, Cooperate and Coordinate with **OptumHealth PRSN** and its contracted providers for persons arrested in **Fife** whether they are incarcerated in **Fife** or the **FPD** incarcerates the individual at the **Pierce County Jail**, or contracts the placement of the offender with another agency (city or county or state).

3.1.1.3. Follow referral protocol in **Attachment A** (The referral protocol in **Attachment A** describes the referral process for persons who are incarcerated by **FPD** and have been diagnosed with a mental illness or identified as in need of mental health service(s).)

3.1.1.4. Follow referral protocol in **Attachment B** (The protocol in **Attachment B** is for coordinating with **OptumHealth PRSN** contracted providers for pre-release services.)

Pre-release services may include:

3.1.1.4.1. Mental health screening for individuals who display behavior consistent with a need for such screening or who have been referred by jail staff, or officers of the court;

3.1.1.4.2. Mental health intake assessments for persons identified during the mental health screening as a member of the priority populations as defined in Chapter 71.24 RCW;

3.1.1.4.3. Facilitation of expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration; and

3.1.1.4.4. Other prudent pre-release (including pre-trial) case management and transition planning.

3.1.1.5 **Optumhealth Pierce RSN** shall coordinate with local law enforcement and jail personnel. This shall include the development or maintenance of Memoranda of Understanding with local county and city jails in the Pierce County Service Area.

3.2.1 **OptumHealth PRSN:**

3.2.1.1 Per **OptumHealth Pierce RSN's** contracts with the Washington State Department of Social and Health Services (DSHS), **OptumHealth PRSN** holds contracts for the provision of Jail Services with mental health provider organizations in Pierce County. **OptumHealth PRSN**, or its designee (e.g., contracted Mental Health provider organization(s)), collect information relating to an inmate's mental health status, treatment needs, or mental health service history, and financial status for DSHS benefits.

3.2.1.2 **OptumHealth PRSN**, or its designees, will work cooperatively with the **FPD** in order to coordinate options for mental health services for persons covered under its contracts with Washington DSHS.

3.2.1.3. **OptumHealth PRSN**, or its designees, will work cooperatively with the **FPD** to raise awareness about mental health issues and the local public mental health system.

3.2.1.4. **OptumHealth PRSN** does not provide direct mental health services to individuals with mental health issues. As such, it is not a first responder in an emergency or disaster situation. The RSN does have various responsibilities related to emergency preparedness planning and response in its contractual relationship with DSHS.

3.3. Mutual Role & Responsibilities of the Parties

FPD and OptumHealth PRSN agree to the following:

- 3.3.1.** Maintain internal policies and procedures related to inmate/mental health consumer confidentiality that comply with applicable state and federal statutes, rules, regulations and guidelines.
- 3.3.2.** Not request or disclose more information than the minimum necessary to perform the functions described in this MOU and its Attachments, in accordance with 45 Code of Federal Regulations (CFR) 164.502(b).
- 3.3.3.** Handle all Protected Health Information and other confidential information with sufficient safeguards from unauthorized disclosure to meet federal and state confidentiality and privacy requirements as set fourth in the Health Insurance Portability & Accountability Act (HIPAA), the Revised Code of Washington (RCW), and the Washington Administrative Code (WAC).
- 3.3.4.** Protect all collected information, records, and data from unauthorized disclosure in accordance with 42 CFR 431.300 through 431.307, RCW 70.02 through 71.05 and HIPAA. The parties shall have a process in place to ensure that all staff and subcontractors providing services under this MOU understand and comply with confidentiality for publicly funded mental health services.
- 3.3.5.** Ensure that access to confidential inmate/mental health consumer information is restricted to persons who are subject to standards comparable to **FPD** or **OptumHealth PRSN**.
- 3.3.6.** Require staff providing services under this MOU to receive training on confidentiality policies and procedures, and to remain current on confidentiality policies and procedures.
- 3.3.7.** Have representatives meet, when needed, to address areas for further collaboration or areas of concern while working within existing available financial and personnel resources.

4.0. Relationship of the Parties

- 4.1.** No agent or employee of the identified parties shall be deemed an agent or employee of the other party.

- 4.2. Each party will solely and entirely be responsible for the acts of its agents, employees, interns, or volunteers.
- 4.3. This MOU is executed for the benefit of the parties and the public. It is not intended, nor may it be construed, to create any third party beneficiaries.

5.0. Miscellaneous

- 5.1. FPD does not warrant or guarantee actions by other agencies of the City of Fife.
- 5.2. **OptumHealth PRSN** cannot obligate organizations in which it has contractual relationships beyond the scope of those arms-length contractual relationships. **OptumHealth PRSN** does not warrant or guarantee actions by providers and other contractors.

6.0. Hold Harmless

- 6.1. Regardless of any verbal statements made prior to or following signature on this MOU, nothing in this MOU is intended to establish a legally binding agreement between the parties.
- 6.2. The parties to this MOU will hold one another, including their employees, interns and volunteers, harmless for failure to perform any of the roles in section 3 of this document, including termination of this MOU with or without advance notice.
- 6.3. There shall be no remedy available to one party for failure by the other party, or a third party, to perform any role in section 3 of this document.

7.0. Communication

7.1. Primary contact persons:

Unless otherwise stated in this MOU, the following will be the primary contacts for this MOU:

FPD

Brad Blackburn, Chief of Fife Police Department may be contacted at 253-922-6635 and/or at bblackburn@cityoffife.org

OptumHealth PRSN

Julie Youngblood, Care Manager may be contacted at (253) 292-4232 or at Julie.Youngblood@optumhealth.com

OptumHealth PRSN

James F. Kenney, Allied Systems Relations Liaison, may be contacted at 253-292- 4197 or james.kenney@optumhealth.com.

7.2. **Meetings.** The parties agree to meet to have representatives meet to discuss the topics in this MOU at least once during 2010, and as needed.

8.0. Dispute Resolution

8.1. All disputes occurring between the parties of this MOU shall be resolved through informal negotiation between the parties.

8.2. Failure to resolve disputes may result in the termination of the MOU.

9.0. Term and Amendment

9.1. The term of this MOU is from the date both parties have signed through September 30, 2011.

9.2. The term of this MOU may be extended by mutual agreement of the parties using a written and signed addendum.

9.3. Each party retains the right to terminate this MOU at any time.

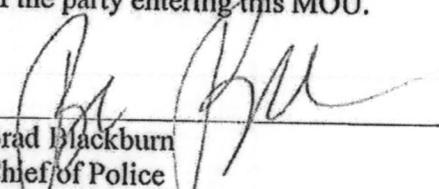
9.4. This MOU may be amended at any time by written agreement signed by both parties.

10.0. Entire MOU

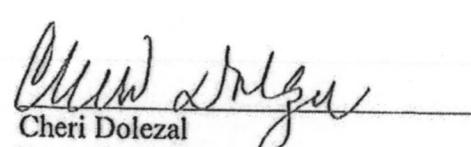
10.1. This MOU contains all the terms and conditions agreed to by the parties.

10.2. No other understanding, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by the dates and signatures hereinunder affixed. The persons signing this MOU on behalf of the parties represent that each has authority to execute the MOU on behalf of the party entering this MOU.



Brad Blackburn
Chief of Police
Police Department



Cheri Dolezal
Executive Director
OptumHealth Pierce RSN

Memorandum of Understanding

Jail Transition Services (JTS)

Attachment A

Protocol for Referral to Jail Transition Services (JTS)

- If an individual is incarcerated at the City of Fife Jail and has a known diagnosis of mental illness, a history of being involved with the mental health system, or is exhibiting behavior consistent with the need for a mental health screening based upon the observations of the Corrections staff or directed by the appropriate legal system personnel that a contracted representative from a Community Mental Health agency shall conduct an initial mental health screening.
- CMHA Jail Transition Services (JTS) staff will cross reference jail bookings on a daily basis in order to ascertain whether an individual is already involved in the mental health system and whether the individual is already being served by OptumHealth PRSN and a CMHA in Pierce County
- If City of Fife Jail Corrections staff, pursuant to 45 C.F.R. 164.512(k)(5) and RCW 70.02.050, identify that an individual is already served by a CMHA or other mental health provider, the Corrections staff will inform the applicable CMHA Jail Transitions Staff team representative that the individual has been incarcerated at the City of Fife Jail and that the CMHA will need to make arrangements to provide Jail Transition Services at the City of Fife Jail to the individual. The Jail Transition Staff from the respective CMHA will need to ensure that a Transition Plan is developed; a Jail diversion Plan is developed for the involved Court system and that the plan includes ongoing support and service plan options and opportunities are included in the planning for post release from incarceration.
- If the individual is not immediately identified as being involved with mental health services at a local CMHA and has been identified by the Corrections staff or other Police Department and/or Court personnel as meeting the definition of a priority population as defined in chapter 71.24 of the State of Washington RCW City of Fife Corrections staff may contact Protocol and as needed the MOCT Crisis intervention services in order to provide mental health care to the incarcerated individual and to protect the health and safety of the individual, other inmates and the City of Puyallup Corrections staff.
- CMHA JTS staff will discuss with the City of Fife Corrections Staff the means and mechanisms of communication in order to facilitate continuity of care and to explore options for face-to-face meetings with the incarcerated individual.
- If it is identified that the individual is involved with mental health services in another county, it is the responsibility of City of Fife Corrections staff to determine where the individual is a resident; to communicate that information

- with OptumHealth PRSN and to the appropriate mental health provider to initiate communication and facilitate supports and transition services,
- If the individual is charged for a felony offense, the DOC community corrections officer may be involved in the Jail Transition Services in the development of a Transition plan, and Jail Diversion plan and with ongoing follow-up process and procedures with the Court and the CMHA. The individual may be monitored by a court care manager. or other involved agency, upon release from the Prison setting.
 - If the individual is charged for a misdemeanor case, some form of community supervision is typically required. The mental health court may be involved. A mental health court case manager may monitor the individual in the community. This process must be coordinated with the CMHA designated Jail Transition Services Staff.
 - If an individual needs additional services from a CMHA, prior to release or upon release, the individual may select a CMHA of her/his choice in Pierce County. The individual will be informed of all available CMHA choices in the OptumHealth PRSN network.
 - Information and support will be provided to facilitate an expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration. This will occur through working relationships, Memorandums of Understanding, and/or Letters of Agreement developed with various agencies and organizations (e.g., Washington State DOC).
 - City of Fife Corrections staff and/or DOC personnel will make a determination if the individual is eligible for the DOC Housing Voucher program.
 - CMHA JTS staff will provide Basic Case Management (information and community resources) to assist with transitioning and release planning.
 - Referral information will be sent to the appropriate CMHA per the request of the individual. The individual will also be provided with copies of the referral information and documentation.
 - OptumHealth PRSN expects that the CMHA representative will make face-to-face contact with the individual who is incarcerated at the City of Fife Jail *prior to release* to engage the individual when *adequate notice* (a minimum of twenty-four (24) hours notice) of release is made to the CMHA.
 - OptumHealth PRSN will work with the City of Fife Corrections staff and/or DOC staff to provide community resource information on an ongoing basis in order to assist those individuals whom may have mental health issues that they are dealing with, but do not meet the Level of Care Guidelines to access services through a CMHA.

Memorandum of Understanding

Jail Transition Services (JTS)

Attachment B

Protocol for Jail Pre-Release Services

- Mental Health Screening for individuals who display behavior consistent with a need for such screening or who have been referred by City of Fife corrections staff, or other officers of the court, shall be completed by designated contractors of OptumHealth PRSN, and/or CMHA Jail Transition Services staff..
- Mental health intake assessments for individuals identified during the mental health screening as a member of the priority populations defined in chapter 71.24 RCW will be conducted by identified and/or contracted Mental Health Professional (MHP) or representatives of a CMHA within twenty-four (24) hours.
- Facilitation by responsible parties/organizations of expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration.
- Other prudent pre-release (including pre-trial) case management and transition planning.
- OptumHealth PRSN and/or its designee(s) will coordinate services with local law enforcement and jail personnel.
- Provide information regarding community resources (e.g., health care, mental health, housing, financial, consumer resources) to the individual in the process of creating a transition plan.
- Facilitate and/or identify if the individual is eligible for the DOC three month housing subsidy.
- Provide referral information (as appropriate) to community based program(s) that may best meet the need of the individual upon their release from jail or prison.
- For all consumers enrolled in PACT, the individual who is incarcerated at the City of Fife Jail will be seen by a PACT representative within twenty-four (24) hours of notice. (Important note: As a general practice, PACT representatives do not make visits to individuals during their incarceration.)
- To develop an individual transition plan prior to release from City of Fife Jail, the transition plan should include at a minimum:
 - Housing
 - Financial
 - Food
 - Ongoing medical and mental health care plan
 - Community resource options (e.g., Tacoma Area Coalition for Individuals with Disabilities (TACID), Rose House (Mental Health Clubhouse), CMHA, Community Health Clinic)

- For jail personnel to facilitate communication with the CMHA and/or relevant parties with regards to release date and time and to provide at the minimum twenty-four (24) hours notice of pending release from jail. Every effort will be made for the release to occur during the Monday through Friday 9 a.m. – 5 p.m. time period in order to provide the opportunity for the CMHA staff to meet with the individual upon release from the jail setting.