

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF MENTAL HEALTH
AND
THE METROPOLITAN POLICE DEPARTMENT
FOR THE DELIVERY OF MOBILE CRISIS SERVICES**

I. INTRODUCTION

This Memorandum of Understanding (MOU) between the D.C. Department of Mental Health (DMH), and the D.C. Metropolitan Police Department (MPD) is to provide a collaborative approach in the delivery of mobile crisis services.

II. PROGRAM GOALS AND OBJECTIVES

The Department of Mental Health (DMH) is the agency within the Government of the District of Columbia (the "District") responsible for developing a system of care for persons with mental illness. DMH operates in accordance with the requirements of the Mental Health Establishment Amendment Act of 2001 (the "Act") which is required to be construed in a manner consistent with all outstanding orders of the United States District Court in Dixon, et al. v. Fenty, et al., including the Final Plan adopted by the District Court in its April 2, 2001 order (the "Dixon Plan"). DMH has established mobile crisis services for adults and children. The adult service is operated by DMH through its Comprehensive Psychiatric Emergency Program ("CPEP") and its child and youth service is operated through a private vendor, Anchor Mental Health Services, and is called "Children and Adolescent Mobile Psychiatric Services" ("ChAMPS").

The Metropolitan Police Department ("MPD") is an agency within the District of Columbia Government responsible for first responder assistance to individuals who suffer from mental illness. When an MPD member comes in contact with an individual who appears to be suffering from mental illness who exhibits signs that would lead an officer to believe that the individual is a risk to himself/herself and/or others, members are allowed to execute an FD-12. Adults are transported to the Comprehensive Psychiatric Evaluation Program (CPEP). Children below the age of 14 and under 200 pounds are transported to Children's Hospital Medical Center, youth age 14 – 21 years old and children below the age of 14 weighing more than 200 pounds are transported Psychiatric Institute of Washington, D.C. "P.I.W." As a result of this agreement, MPD members will have an enhanced tool of requesting the assistance of the DMH Mobile Crisis Services (MCS) for instances involving adults with mental health emergencies and the DMH funded Children and Adolescent Mobile Psychiatric Services, "ChAMPS" for any instances involving children and youth with mental health emergencies.

801 Shepherd ST NW
Washington, DC 20009
Phone 202- 576 -6660
Fax 202- 576-8077

XII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIII. MISCELLANEOUS

A. The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

B. This MOU does not confer any enforceable rights or remedies upon any person other than the parties.


IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT OF MENTAL HEALTH



Stephen F. Baron
Director

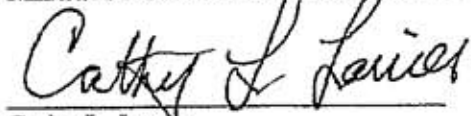
Date: 11/21/08



Matthew W. Caspari
General Counsel

Date 11/21/08

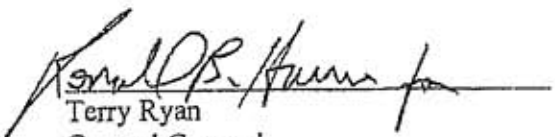
METROPOLITAN POLICE DEPARTMENT



Cathy L. Lanier
Chief

NOV 18 2008

Date: _____



Terry Ryan
General Counsel

Date: 11/17/08

VI. FUNDING PROVISIONS

A. COST OF SERVICES – Each Party shall bear the cost of its responsibilities and there is no transfer of funds involved with this MOU.

B. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IX. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the respective agencies.

X. TERMINATION

Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.

XI. NOTICE

The following individuals are the contact points for each Party under this MOU:

Barbara J. Bazron
Deputy Director, Programs, Policy and Planning
Department of Mental Health
64 New York Ave., NE
4th Floor
Washington D.C. 20002
(202) 671 - 2900
Fax 202- 673 - 2971

Diane C Groomes
Assistant Chief of Police – Patrol Services
Metropolitan Police Department

2. When an MPD officer determines that upon encountering an individual with an apparent mental health crisis and a mental health intervention is the most appropriate response, MPD shall contact the MCS or ChAMPS for assistance. If available, MCS or ChAMPS (depending on the age of the individual) should respond and assist the on-scene MPD unit to determine the best mental health option for the individual.
3. If MCS or ChAMPS is not available, MPD shall follow its normal protocols including those for emergency detention under the Ervin Act.
4. If available, the MPD officer(s) should stay at the scene to monitor the mentally ill individual and brief the mobile crisis workers when they arrive and, if needed, remain at the scene to assist.
5. Respond in a timely manner to requests for assistance from MCS and ChAMPS, including but not limited to: (a) requests to secure the location of a mental health crisis where weapons or other potential dangers have been reported or observed to be present; and (b) to transport violent mentally ill adults to CPEP and children to Children's National Medical Center (under age 14 years and less than 200 pounds in weight) or Psychiatric Institute of Washington (children and youth 14-17 years or over 200 pounds) in accordance with the MPD General Order 308.4.
6. Provide MCS and ChAMPS with updated training on police services, resources and other areas which are appropriate to understand MPD policies and procedures.

IV. DURATION OF MOU

A. The period of this MOU shall be from 17th November, 2008, and shall extend for a period of two years, unless terminated in writing by the Parties prior to the expiration.

B. The Parties may extend the term of this MOU by exercising a maximum of three (3) one-year option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01 [(k)]

The purpose of this Memorandum of Understanding shall be to ensure the coordination between DMH and MPD in responding to individuals in need of mobile crisis services. The overall objective of the mobile crisis service is to ensure quick access to services and prevent serious injuries that can occur during a mental health emergency while linking the individual in crisis to the clinically and legally appropriate level of care. This objective will be achieved through the coordination of service delivery between the DMH and MPD.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

A. Responsibilities of the Department of Mental Health:

1. Provide MPD with a single contact number to make referrals to Mobile Crisis Services (MCS) for adults and ChAMPS.
2. Staff mobile crisis teams that will be available to respond to mental health crises in the District of Columbia. Hours of operation will be shared with MPD.
3. Upon receiving a call from MPD, MCS or ChAMPS will provide the Officers with an estimated response time.
4. Provide or ensure provision of appropriate services including, but not limited to: crisis assessment and counseling, psychiatric treatment, linkage to other appropriate services, and transport and follow-up when necessary.
5. Communicate on a regular basis and meet monthly with MPD to discuss any issues or concerns related to the coordination of mobile crisis services.
6. Provide officers with updated training on handling and responding to individuals, including children and youth with mental illness.
7. MCS and ChAMPS will be available to provide real time consultation to MPD via telephone, email, or in person.

B. Responsibilities of the Metropolitan Police Department:

1. Provide appropriate information to MCS and ChAMPS to assist with disposition for mentally ill adults and children with serious emotional disturbances.