

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DAKOTA COUNTY SOCIAL SERVICES AND  
CITY OF WEST ST. PAUL  
FOR  
COORDINATED MENTAL HEALTH RESPONSE PILOT**

**I. PARTIES**

This Memorandum of Understanding (MOU) is between Dakota County, by and through its Social Services Department, 1 Mendota Road W. West St. Paul, MN 55118 (DCSS) and the City of West St. Paul, 1616 Humboldt Avenue, West St. Paul, MN 55118, by and through its Police Department (law enforcement).

**II. TERM**

This MOU is for the period January 1, 2020 through July 31, 2020. Contingent on funding, the Coordinated Mental Health Response Pilot (Pilot), may extend beyond July 31, 2020 by agreement of all parties. Any party may provide the other party notice of discontinuation of participation in the Pilot by giving thirty (30) days' written notice.

**III. PURPOSE**

The purpose of the Pilot is to explore and implement a more coordinated response by the parties to address increased law enforcement calls involving mental health crises and emergencies in the community. Throughout the Pilot, the parties will continue to develop and evaluate effective and timely service models. The goal of the Pilot is to transition to a permanent service model(s) memorialized between the parties in a Joint Powers Agreement.

**V. TARGET POPULATION FOR THE PILOT**

Individuals residing in the city of West St. Paul experiencing mental health challenges, with a focus on those with the most complex needs who have persistent law enforcement involvement.

**VI. PARTIES ROLES AND RESPONSIBILITIES**

This MOU shall not result in the transfer of funds from one party to the other and each party shall be responsible for the cost associated with their employees and the activities and responsibilities outline in this MOU.

In order to effectively administer the Pilot, the parties to this MOU each have roles and responsibilities as stated below.

A. DCSS will:

1. Hire and supervise a Pilot Coordinator (Coordinator) who is licensed as a Mental Health Professional (Minn. Stat. § 245.462, subd. 18) to:
  - a. Provide over-all Pilot administration, coordination and assessment;
  - b. Educate and train law enforcement on crisis and emergency services offered by DCSS, including the roles and responsibilities of the CRU;
  - c. Respond, when available and assistance is requested, with law enforcement to a mental health crisis or emergency, consistent with roles and responsibilities defined in Minn. Stat. §§ 256B.0624 and 256B.0944, and in coordination with the DCSS's 24 hours, seven days a week, Crisis Response Unit (CRU);
  - d. Coordinate, with the assigned law enforcement officer(s) and/or CRU staff, a timely follow-up contact with the individual/household after a crisis/emergency service call or crisis intervention, as defined and in compliance with Minn. Stat. §§ 256B.0624 and 256B.0944;
  - e. Outreach to determine if the individual/household is interested in voluntarily working with DCSS and law enforcement to develop a crisis response plan that is accessible through the CRU 24/7 in an emergency situation pursuant to Minn. Stat. § 13.46, subd. 2(a)(10);
  - f. Outreach to determine if the individual/household is interested in and eligible for other DCSS or community-based services (housing, employment, etc.), including networking outreach to potential community resources and service providers;
  - g. Outreach visits to licensed and registered residential services providers to develop a coordinated site plan for mental health crises and emergencies;
  - h. Create procedures to guide work for the duration of the Pilot;
  - i. Coordinate the Pilot evaluation pursuant to Section IX;
  - j. Coordinate with other Pilot jurisdictions; and
  - k. Continue problem solving with law enforcement and other stakeholders to identify proposed solutions with the goal of creating a permanent service model that may be replicated in other jurisdictions.
  
2. In support of the pilot, DCSS will:
  - a. Provide necessary resources to support the Coordinator with equipment and training to facilitate Pilot activities;
  - b. Supervise the Coordinator;

- c. Facilitate connection and “warm handoffs” to the various programs within Dakota County Community Services and to community resources and service providers; and
- d. Maintain a database of evaluation data and report summary data to all partners.

B. Law enforcement will:

1. Identify and dedicate one or more officers to:

- a. Work with the Coordinator for Pilot administration, coordination and assessment;
- b. Coordinate education of officers and staff about the Pilot and County crisis services, including the roles and responsibilities of the CRU;
- c. Educate and train the Coordinator and any other participating DCSS staff on law enforcement response to crisis and emergency mental health service calls, including the roles and responsibilities of law enforcement.
- d. Identify individuals/households to the Coordinator who may benefit from the Pilot;
- e. Work with the Coordinator and/or CRU staff, to provide timely follow-up with the individual/household as provided in Section VI.A.1.d.;
- f. Work with the Coordinator and/or other County staff to develop the crisis response plan as provided in Section IV.A.1.e.;
- g. Work with the Coordinator and/or other County staff to develop site plans as provided in Section IV.A.1.g.;
- h. Work with the Coordinator to create procedures to guide work for the duration of the Pilot;
- i. Work with the Coordinator in the Pilot evaluation pursuant to Section IX; and
- j. Continue problem solving with the Coordinator and other stakeholders to identify proposed solutions with the goal of creating a permanent service model that may be replicated in other jurisdictions.

2. Provide a work space and necessary internet and other connections in the City Hall building.

C. The parties will jointly:

1. Meet regularly during the term of the Pilot to review program performance and provide guidance to staff as outlined in Section VII.
2. Facilitate relationship-building with community agencies, treatment providers, Community Corrections, hospitals and community-based

service providers to enhance understanding and reduce barriers to providing services to individuals with complex service needs.

3. Attend and/or organize relevant trainings.
4. Commit to training on policy and procedures for the Pilot and for use of the CRU.
5. Develop and execute a Joint Powers Agreement prior to the expiration of the MOU.

## **VII. OVERSIGHT, IMPLEMENTATION AND EVALUATION**

### **A. Steering Committee**

The Pilot will be overseen by a Steering Team comprised of the DCSS Director, Deputy Director, and chiefs of police from the cities of South St. Paul and West St. Paul. Additional team members, as designated by the Steering Team, may be invited to attend meetings and assist with collaborative planning, implementation, and evaluation activities. The role of the Steering Team is to provide strategic vision, structure and oversight of the Pilot. The responsibilities of the Steering Team include:

1. To provide strategic oversight for the Pilot, including defining scope, priority, desired results and key deliverables;
2. To serve as “champions” for the Pilot, garnering support, removing obstacles, and resolving escalated issues;
3. To obtain and allocate resources to support the design, implementation and evaluation of the Pilot throughout its duration;
4. To provide feedback and decisions in response to recommendations from the system stakeholders;
5. To monitor and evaluate Pilot progress;
6. To designate key subject matter experts, as needed, to support specific components of the Pilot planning, design or operations;
7. To designate staff to oversee and manage day-to-day activities and implement the strategic operations of the Pilot; and
8. To ensure strategic alignment and support Pilot success.

## **VIII. CONFIDENTIALITY OF RECORDS AND DATA PRACTICES**

### **A. Data Privacy and Security**

The parties will comply with all applicable data practices laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13 and the Minnesota Rules implementing the MGDPA, as amended, as well as any applicable state or federal laws on data privacy and security. The parties are mindful that when exchanging private data only the minimum necessary will be provided. The exchange, use and protection of private data must be in compliance with the signed Dakota County Informed Consent to Release Private Data.

All data created, collected, received, stored, used, maintained, or disseminated by the parties in the performance of their roles and responsibilities are subject to the requirements of the MGDPA, the Minnesota Rules implementing the MGDPA, as amended, as well as any applicable state or federal laws on data privacy and security. This paragraph is required by the MGDPA and includes the remedies set forth in Minn. Stat. § 13.08.

**B. Health Information and Chemical Dependency Data**

If applicable, the parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and any other applicable state or federal law. This includes health data laws, including the Minnesota Health Records Act, Minn. Stat. §§ 144.291-.298, and 42 CFR Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records.

**C. Records**

Each party is responsible for maintaining, securing, and managing its own records. The records will be maintained in accordance with each party’s applicable record retention schedule. The parties will work cooperatively to ensure any reporting requirements under this MOU are fulfilled.

**D. Obtaining and Sharing Information**

All necessary Tennessee Warning notices, consents, releases, and authorizations shall be obtained prior to the release, exchange, or discussion of not public data, as that term is defined in Minn. Stat. § 13.02, subd. 8a, unless such release, exchange, or discussion is otherwise permitted by law or court order.

**E. Data Storage**

As part of the roles and responsibilities of the Coordinator, data related to DCSS functions as defined by statute, will be documented in the Social Services Information System (SSIS). Data collected for the purpose of the Pilot evaluation will be recorded in password protected data base or spreadsheet within the DCSS network.

The terms of this Section shall survive the termination or expiration of the MOU or Pilot.

**IX. PILOT EVALUATION**

The Pilot will be evaluated according to an evaluation design, led by the Dakota County Office of Performance and Analysis, that is collaboratively developed by the parties. DCSS will have the lead role in collecting and analyzing data and will present summary data to the parties, along with a summary of Pilot activities due on the last day of the month following the end of the quarter (April 30th, 2020; July 31<sup>st</sup>, 2020; October 31<sup>st</sup>, 2020 and January 31<sup>st</sup>, 2021). All Pilot evaluation data will be reported as summary data.

**X. LIABLE FOR OWN ACTS**

Each party to this MOU shall be liable for the acts of their own officers, employees, and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

**XI. Signatures**

**CITY OF WEST ST. PAUL POLICE DEPARTMENT**

\_\_\_\_\_  
Date: \_\_\_\_\_  
Brian Sturgeon, Chief of Police  
West St. Paul Police Department  
1616 Humboldt Avenue  
West St. Paul, MN 55118

**DAKOTA COUNTY COMMUNITY SERVICES**

DocuSigned by: 02/07/2020 | 8:08 AM CST  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Evan Henspeter  
Evan Henspeter, Director  
Dakota County Social Services  
1 Mendota Rd West  
West St Paul, MN 55118