

## **MEMORANDUM OF UNDERSTANDING**

### **CODINGTON COUNTY BEHAVIORAL HEALTH DEFLECTION PROGRAM**

**AGREEMENT** between the Codington County Welfare Office, the Codington County Sheriff's Office, and the Watertown Police Department.

The parties to this Agreement endorse the mission and goals of the Codington County Behavioral Health Deflection Program (BHDP). By addressing behavioral health and related issues in the community, and thus limiting the number of participants who become enmeshed in the criminal justice system, those participants will realize improved quality of life. The parties recognize that for the Behavioral Health Deflection Program to be successful, cooperation and collaboration must occur among the partners in the program.

The parties are acting pursuant to existing legal authority. This MOU does not create any new authority to act.

This MOU sets forth the intentions of the parties to act pursuant to their individual missions. The parties are not bound by law to this MOU.

#### Mission Statement

The mission of the Stepping Up Initiative, which has provided the impetus for the Behavioral Health Deflection Program, is to "help advance counties' efforts to reduce the number of adults with mental and co-occurring substance use disorders in jails."

#### Program Goal

The goal of the program is to improve the lives of individuals with behavioral health issues by assisting them to gain access to case management and other appropriate resources in the community.

#### Steering Committee

The Steering Committee for the BHDP is the group responsible for the implementation of the Program, and for ongoing guidance and recommendations. Membership in the Steering Committee includes one representative each from the Codington County Welfare Department, the Codington County Sheriff's Department, and the Watertown Police Department. The Steering Committee will provide information regarding BHDP activities and accomplishments to the County Commission on a regular, ongoing basis. The State's Attorney will act as the legal advisor for the Steering Committee.

## Individual Agency Responsibilities and Staff Commitments

### **Codington County Welfare Department**

1. The Director provides funding and administrative support for the staff member of the BHDP.
2. The Director manages the contract for the BHDP on behalf of the County.
3. The Director participates as an active member and chairs the Steering Committee.
4. The Director provides training to new or replacement Committee members.
5. The Director receives, analyzes and reports on the data collected by the BHDP staff member.

### **Codington County Sheriff's Department**

1. The designated representative serves on the program's Steering Committee.
2. The representative contributes data to the program as defined in Attachment 1 Data Sharing.
3. The representative provides training to a new or replacement Sheriff's Office representative, as needed.

### **Watertown Police Department**

1. The designated representative serves on the program's Steering Committee.
2. The representative contributes data to the program as defined in Attachment 1 Data Sharing.
3. The representative provides training to a new or replacement Police Department representative, as needed.

### **Agreement**

In creating this partnership and uniting around the goal of improving public safety, we are pledged to enhance communication and cooperation among law enforcement agencies and County Welfare. Through this linkage of services, we expect improved outcomes and effectiveness in addressing the needs of persons with behavioral health issues.

### **Data Sharing**

The partners agree that sharing data between and among themselves is crucial to the success of the BHDP. Thus, the partners agree to develop a plan and protocols for the collection and sharing of program data, and to share all needed data, as long as doing so does not violate any law or regulation. Any information used and collected will be for the sole purpose of the BHDP and will not be shared outside of the program. Confidentiality of the program participant is paramount.



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CODINGTON COUNTY BEHAVIORAL HEALTH DEFLECTION PROGRAM**

**ATTACHMENT 1  
DATA SHARING**

This attachment to the Memorandum of Understanding for the Codington County Behavioral Health Deflection Program provides detail as to the data sharing component of the Program. The details below are subject to modification upon negotiation among and agreement between the parties to the Memorandum of Understanding.

Considerations

There are several points of common understanding that convey the spirit of this attachment:

1. Whenever possible, the parties will share existing data, rather than having to collect/create new data that does not exist at the time of this agreement.
2. All of the parties agree that, to the extent possible, the parties wish to operate the Deflection Program efficiently, while avoiding the creation of new work for their individual staff.
3. The data provided to the Program will be restricted to that which is needed for the Program's purposes.
4. At all times, the participants in the Program will be the owners of their own data.
5. At all times, the participants in the Program will ensure that individual-identifiable mental health information received in the course of Program activities shall be kept confidential and nonpublic, and only disclosed to those with a law enforcement, welfare, or treatment need-to-know. *See SDCL 27A-12-27.*
6. All parties to the Memorandum of Understanding are bound by applicable laws and regulations at the federal and state levels.

Data specifics

The initial data that will be provided to the Codington County Welfare Office, as the central point for the Program, includes the following as available:

- Name
- Date of Birth
- Contact Information
- Date of Call
- Time of Call and Location
- Time Spent on Call
- Case Notes
- Answer to questions:
  - “Would this person benefit from Behavioral Health/Substance Abuse services?”
  - “Is the person open to follow-up contact?”

The above data will be provided by the Codington County Sheriff's Office and Watertown Police Department within 3 business days when possible.

Modifications

The specifics of this attachment are subject to modification by the partners to the Memorandum of Understanding. Requested/proposed modifications will be subject to the Considerations listed above.

Agreed this \_\_\_ day of \_\_\_\_\_, 2017.

**IN WITNESS THEREOF**, the parties have caused their duly authorized representative to execute this Agreement.

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Sheriff  
Codington County Sheriff's Office

Dated

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Chairman  
Codington County Commissioner

Dated

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Mayor  
City of Watertown

Dated

ATTEST: \_\_\_\_\_  
Rochelle M. Ebbers  
City Finance Officer