

# *Blue Ridge Crisis Intervention Team*

A Collaborative Mental Health and Criminal Justice Program  
Serving the Counties of Augusta & Highland and the Cities of Staunton & Waynesboro.



## **Memorandum of Agreement**

### **Between:**

Valley Community Services Board	Waynesboro Police Department
Blue Ridge Crisis Intervention Team	Staunton Police Department
Augusta County Sheriff's Office	Middle River Regional Jail

### **Purpose:**

To establish protocols and procedures for the staffing of the Blue Ridge CIT Assessment site co-located within the Augusta Health Emergency Department with CIT certified law enforcement officers to better facilitate transfer of custody of persons under an emergency custody order and site security during peak utilization. Additionally this agreement will establish protocols and procedures for Middle River Regional Jail personnel and vehicles to perform transports of persons under a temporary detention order when alternative transportation is authorized by the magistrate.

This Memorandum of Agreement shall serve to supplement and enhance the Transfer of Custody Memorandum of Agreement (ToC MoA) between Valley Community Services Board, Augusta Health, Augusta County Sheriff's Office, Virginia State Police and the police departments in the cities of Waynesboro and Staunton. However, this agreement shall not be construed as dependent upon the ToC MoA and shall persist unchanged in the event of termination of that prior agreement in part or whole. In that event, all references herein to the ToC MoA shall refer to the language of that prior agreement as it existed immediately prior to such termination.

### **Statutory Base:**

The Code of Virginia has established Staunton Police Department, Waynesboro Police Department and Augusta County Sheriff's Office (collectively; law-enforcement agencies) through Sections 15.2-1600 et seq. and 15.2-1700 et seq., and as provided through general law. The duties of law-enforcement agencies as described in statute include: authorization to initiate an Emergency Custody Order or to serve such order issued by the Office of the Magistrate, and to provide transportation of individuals subject to such order to a location appropriate for completion of the evaluation as required by Code of Virginia Sections 37.2-808 and 16.1-340; and authorization to serve Temporary Detention Orders issued by the Office of the Magistrate and to provide transportation of individuals subject to such order to the facility of temporary detention specified on such order, or alternative facility as directed by an employee or designee of the Community Services Board as required by Code of Virginia Sections 37.2-809, 37.2-809.1, 37.2-810, 16.1-340.1, 16.1-340.1:1 and 16.1-340.2.

The Code of Virginia, in Section 15.2-1726 authorizes each locality to enter into "reciprocal agreement[s] ... for cooperation in the furnishing of police services" with other localities or law-enforcement agencies. The Cities of Staunton and Waynesboro entered such an agreement with the County of Augusta on March 1, 1999. This agreement remains in full force and grants law enforcement

officers with the Cities of Waynesboro and Staunton, specifically, jurisdiction on the property of Augusta Health.

The Code of Virginia, in Section 15.2-1724, outlines situations in which law-enforcement officers may go or be sent beyond their agencies' territorial limits, including all situations involving ECO and TDO processes. This authorization is reiterated in Sections 37.2-808, 37.2-810, 16.1-340 and 16.1-340.2.

The Code of Virginia, in Sections 37.2-808, 37.2-810, 37.2-82916.1-340, 16.1-340.2, and 16.1-345 [As revised by SB1263/HB1693; Approved by Governor-Chapters 308/297 respectively (effective 7/1/15)] authorizes the Office of the Magistrate to include designation of an alternative transportation provider within orders for Emergency Custody and Temporary Detention.

The Code of Virginia, in Section 8.01-293 subsection 2, authorizes the execution of civil process by "any person of age 18 or older and who is not a party or otherwise interested in the subject matter in controversy". This Section further states that the terms "officer" or "sheriff", in any section of the Code referencing "persons authorized to make, return or do any other act relating to service of process, such term shall be deemed to refer to any person authorized by this section to serve process". This authorization is further addressed in Section 8.01-295, which states in part, "If the process appears to be duly served, and is good in other respects, it shall be deemed valid although not directed to an officer, or if directed to any officer, though executed by some other person."

#### **Definitions:**

"Assessment Site Coordinator" as used in this agreement shall be a command level officer from one of the signatory agencies designated by consensus of the signatory agencies to act on behalf of all in carrying out the duties and responsibilities set forth in the Assessment Site Coordinator section below.

"Assessment Site Liaison" as used in this agreement shall be a supervising officer from each signatory agency designated by their respective department to carry out the responsibilities set forth in the "Assessment Site Liaison" section below.

"Included agencies" as used within this agreement shall refer to any and all law-enforcement agencies included within the ToC MoA.

"Signatory agencies" as used within this agreement shall refer, contextually, to one or all of the law-enforcement agencies directly bound to this agreement by signature of the chief/sheriff, as well as Middle River Regional Jail by signature of the superintendent for the purpose of alternative transportation.

"Primary staffing agency" as used within this agreement shall refer to the specific signatory agency designated, at any given time, pursuant to the "Designation, rotation and responsibilities of primary staffing agency" section below.

"Secondary staffing agencies" as used within this agreement shall refer to all other signatory agencies when not performing the responsibilities of the primary staffing agency.

“Alternative transportation agency” as used in this agreement refers specifically to Middle River Regional Jail when its personnel are designated by the office of the Magistrate to transport persons under TDO from the assessment site to various TDO facilities throughout the Commonwealth.

### **Responsibilities and Procedures:**

Pursuant to the stated purpose of this agreement, the agencies entering into this agreement shall fulfill the following responsibilities and procedures:

- 1.) In the event custody transfer or transportation services are unavailable for any reason; Completion of any law-enforcement requirements during ECO and TDO processes shall remain the responsibility of the law-enforcement agency designated by Statute or Order as issued by the Office of the Magistrate.

### Assessment Site Coordinator:

The designated individual who serves as the Assessment Site Coordinator has the following duties and responsibilities.

1. Scheduling officers to staff the site.
2. Designation of peak utilization for the purpose staffing and scheduling officers to staff the site.
3. Serve as liaison between Augusta Health ED, contracted hospital Security, Valley Community Services Board, all signatory agencies, and included agencies in order to coordinate and de-conflict issues or problems as they arise.
4. Ensure officers meet all criteria for assignment to the site and coordinate with signatory agencies and Augusta Health to this end.
5. Coordinate with signatory agencies in any case that an officer is exhibiting conduct that does not comport with successful site operations for possible removal from the list of availability.
6. Ensure compliance with DBHDS data collection requirements

### Assessment Site Liaison:

The designated individual from each signatory agency, except the agency providing the site coordinator, who has the following duties and responsibilities.

1. Work with the assessment site coordinator to provide primary staffing for the site preceding and during the agency’s rotation as primary staffing agency.
2. Coordinate with the site coordinator to provide secondary staffing when not the primary staffing agency to back fill required coverage of the site.
3. Serve as liaison between their respective agency and the assessment site coordinator in order to coordinate and de-conflict issues or problems as they arise.

Designation, rotation and responsibilities of primary staffing agency:

Signatory agencies hereby agree to the following responsibilities on a rotating basis:

1. Designation as the Primary Staffing Agency will be conducted according to the following rotation and on a monthly schedule beginning in October 1, 2015:
  - a. Augusta County Sheriff's Office
  - b. Waynesboro Police Department
  - c. Staunton Police Department
2. During their designated month, each primary staffing agency will:
  - a. Provide volunteer CIT certified, approved, law enforcement officers to work assigned shifts in the Assessment Site co-located within the Emergency Department (ED) at Augusta Health to expand ToC capacity during peak utilization hours and provide general law enforcement services necessary for the protection of life and property, as well as preserving peace and order on site. The primary staffing agency will attempt to fill the vast majority of staffing requirements during their respective month with remaining requirements filled by secondary staffing agencies.
    - i. Peak utilization hours shall be determined by the Assessment Site Coordinator based on ECO/TDO and ToC data collected through Blue Ridge CIT's web based data collection system, Valley CSB Emergency Services (VCSB ES) records, and Augusta Health patient population data.
3. During months when not designated as the primary staffing agency, each secondary staffing agency will:
  - a. Assist the designated primary staffing agency and assessment site coordinator with staffing requirements that they are unable to fill for each month.
    - i. Additional law enforcement agencies may be designated permanent secondary staffing agencies and added to this MOA if they are granted jurisdiction at Augusta Health through agreements with the Augusta County Sheriff's Department.
4. The law enforcement signatory agencies may, at their discretion, call in approved officers pursuant to this agreement to perform ToC during times where available resources, including hospital security or assigned law enforcement Officers cannot accept TOC.

- i. Agencies requesting call in pursuant to this provision of the agreement should attempt to utilize authorized officers from their own agency for this purpose, however if none are available they may request assistance from another signatory agency by calling that agency directly.

Responsibilities of included agencies during the ECO process:

In the event of a law-enforcement officer initiated ECO or magistrate issued ECO which is executed by a law-enforcement officer/agency included within the current ToC MoA:

1. The initiating/executing law-enforcement officer/agency shall follow current procedures for contacting VCSB ES, transporting the respondent to the Emergency Department at Augusta Health, and requesting a transfer of custody to either the law enforcement officer on duty, if scheduled and staffed, or to hospital security as provided in the current ToC MoA. All transfers of custody will be documented on the Blue Ridge CIT transfer of custody form prior to releasing the initiating/executing officer.
  - a. During scheduled hours for LEO staffing, the law-enforcement officer assigned to the Assessment site shall accept transfer of custody, unless already engaged with maintaining custody of another respondent or respondents, or engaged in other law enforcement duties.
  - b. Outside scheduled hours for LEO staffing, or when the law-enforcement officer assigned to the site is unavailable due to prior ToC or other law enforcement duties, the initiating/executing law-enforcement officer/agency shall follow current ToC MoA.
  - c. If hospital Security cannot accept ToC in accordance with current ToC MoA then the initiating officer will maintain custody of the respondent until:
    1. The officer assigned to the assessment site during scheduled hours becomes available to accept transfer of custody.
    2. Hospital Security, pursuant to the current ToC MoA, can and will accept transfer of custody.
    3. The initiating officer's supervisor has elected to request call in of an officer to provide ToC in accordance with this agreement.

Responsibilities during the TDO process:

When a TDO is issued for an adult respondent currently in law-enforcement or hospital security custody under an ECO, or not in custody but located within Augusta Health, who is a resident of any included agency's jurisdiction and the designated TDO facility is Cross Roads at Augusta Health. Current TDO execution and service under the existing TOC MoA apply.

When a TDO is issued for an adult respondent currently in law-enforcement or hospital security custody under an ECO, or not in custody but located within Augusta Health, who is a resident of any included agency's jurisdiction and the designated TDO facility is not Cross Roads at Augusta Health.

The Magistrate may designate the statutorily responsible law enforcement agency or "any willing law enforcement" agency to execute the order and:

1. Transport the individual to the designated facility using personnel and vehicles from any of the signatory law enforcement agencies in accordance with this agreement; or transport the individual with assistance from Middle River Regional Jail personnel and vehicles.
2. Transfer custody to Middle River Regional Jail personnel when that agency has been designated as the alternative transportation agency by order of the Magistrate and said personnel accept custody of the individual.
3. Transfer custody to any other agency, individual, or entity when that agency, individual or entity has been designated as the alternative transportation agency by order of the Magistrate and said personnel accept custody of the individual.

When a TDO is issued for a juvenile respondent currently in the custody of law enforcement or hospital security under an ECO, or not in custody but located within Augusta Health, who is a resident of any included agency's jurisdiction.

The Magistrate may designate the statutorily responsible law enforcement agency or "any willing law enforcement" agency to execute the order and;

1. Transport the individual to the designated facility using personnel and vehicles from any of the signatory law enforcement agencies in accordance with this agreement.
2. Transfer custody to any other agency, individual, or entity when that agency, individual or entity has been designated as the alternative transportation agency by order of the Magistrate and said personnel accept custody of the individual.

**Data Collection:**

Blue Ridge CIT has developed a secure database for collection of all necessary data associated with services pursuant to this agreement. This database is accessible to authorized users following secured login to the Data Collection section of [www.BlueRidgeCIT.com](http://www.BlueRidgeCIT.com). Blue Ridge CIT assumes all responsibility for the security of this database.

**Compensation for law-enforcement personnel and vehicle costs associated with services provided pursuant to this agreement:**

Vehicle expenses will be the responsibility of the agency providing the vehicle for use in providing services under this agreement and are not reimbursable under this agreement.

Personnel time for services and staffing scheduled shifts pursuant to this agreement shall be documented on a time sheet to be developed by the Blue Ridge CIT program.

Personnel providing scheduled services under this agreement will be compensated for the duration of the assigned duty shift. Personnel responding to provide unscheduled services will sign on duty with dispatch at the time of call-in and sign off duty with dispatch upon conclusion of the service. All signatory agencies will be reimbursed for all services at \$46 dollars per hour.

Each signatory agency will be reimbursed for personnel expenses pursuant to this agreement on a quarterly basis. Reimbursement shall be requested by submission of an invoice and copies of personnel time sheets to the Assessment Site Coordinator. Invoices will then be submitted for reimbursement by Valley Community Services Board out of funds awarded/allocated for this purpose.

**Modification or Termination of this Agreement:**

This Agreement will become effective on October 1, 2015 and will continue in effect until modified or terminated as outlined.

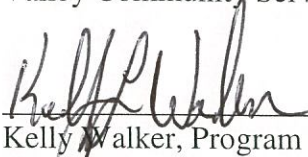
With the exception of changes required to comply with relevant changes in statute, this Agreement shall not be modified or terminated, without unanimous agreement from all signatory agencies and 30 days notice prior to such modification or termination taking effect. Any modifications must maintain compliance with the Code of Virginia and governing regulations/policies of all included agencies. Individual law enforcement agencies may withdraw from participation under this Agreement, at the discretion of their agency administrator, by providing written notification of their withdrawal to the Blue Ridge Crisis Intervention Team. Such withdrawal by an individual law enforcement agency will have no effect on the validity of this Agreement for other signatory and included law-enforcement agencies.



David Deering, Executive Director  
Valley Community Services Board

10 Sept 2015

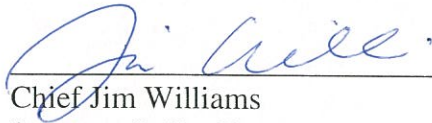
Date



Kelly Walker, Program Coordinator  
Blue Ridge Crisis Intervention Team

9/10/15

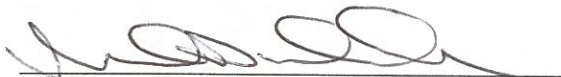
Date



Chief Jim Williams  
Staunton Police Department

09-10-2015

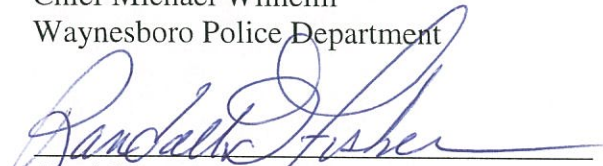
Date



Chief Michael Wilhelm  
Waynesboro Police Department

9/10/15

Date



Sheriff Randy Fisher  
Augusta County Sheriff's Office

9/10/15

Date



Jack Lee, Superintendent  
Middle River Regional Jail

9-10-15

Date



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## Blue Ridge CIT Assessment Site Staffing and Operations

### I. Staffing

- A. All officers must meet the following criteria for assignment in the assessment site:
  - 1. Officers must be CIT Certified
  - 2. Officers Must attend assessment site briefing and hospital orientation
  - 3. Officers must be approved by their respective agency head and Assessment Site Coordinator
- B. The Assessment Site will be staffed with law enforcement officers as required in accordance with needs which are determined by peak utilization. During times when the site is not staffed with law enforcement officers, normal transfer of custody protocols apply.
- C. Currently Peak utilization has been determined to be M-F from 3:00 P.M. to 11:00 P.M. but may change in the future.

### B. Operations

- a. Law enforcement officers assigned to the Assessment Site at Augusta Health will follow:
  - 1. Their respective agency's General Orders or policy and procedure, as well as any departmental directives.
  - 2. The Code of Virginia.
  - 3. The Constitutions of the United States and Virginia.
  - 4. All applicable memorandum of agreements and/ or standing orders related to the operation of the site.
- b. Chain of Command – Law enforcement officers assigned to site will be under the general supervision of the on duty shift commander for their respective department.

- b. Extend their shift if able and willing to accommodate maintaining security of individuals until hospital security can and will accept custody or TDO or other resolution is reached, normally not longer than four hours.
  - c. Notify the initiating agency in a timely manner that the agency needs to return to the assessment site to resume custody.
  
- j. Officers assigned to the Site should endeavor to use CIT Skills coupled with appropriate discretion to deescalate situations and obtain voluntary compliance whenever possible in an effort to improve outcomes, reduce stigma, and treat all persons coming into the site with dignity and respect.
  
- k. Officers assigned to the site or called in to the site will mark on with their respective agencies and notify Augusta ECC of their duty status. They will monitor Augusta County primary frequency and request any emergency assistance through Augusta ECC.
  
- l. Initiating officers will complete the transfer of custody form whenever they bring someone to the assessment site for evaluation who is in custody, whether transfer of custody occurs or not.
  
- m. Security – Law enforcement officers assigned to the assessment site will seek to ensure the security and safety of all persons within the assessment site by.
  - 1. Conducting or insuring the conduct of an appropriate search of all persons in custody received at the site.
  - 2. Securing all property of persons in custody who are received at the site.
  - 3. Encouraging persons in custody, when appropriate, to change into a hospital gown.
  - 4. Restricting visitors to persons in custody to those necessary for a medical or therapeutic reason upon the recommendation of appropriate clinical or medical staff.
    - a. In cases involving minor children it may be necessary to evaluate if the presence of a parent or guardian for a child is in the child's best interest and in the interest of maintaining a safe and secure assessment site.
  - 5. Handcuffing of individuals in custody within the assessment site is at the discretion of the officer who may consider multiple factors including age, infirmities, past history,