

MEMORANDUM OF UNDERSTANDING

COMMUNITY OUTREACH AND SUPPORT TEAM (COAST)

Between:

Hotel-Dieu Grace Hospital, Community Crisis Centre (CCC)

And

Ontario Provincial Police (OPP)

Preamble

The diversity of Ontario communities presents challenges that are widespread and dynamic. Included in each community, both large and small are those individuals that are identified as emotionally disturbed.

Emotionally disturbed individuals are often times stigmatized and marginalized by the communities in which they long to be integrated and comfortably reside.

The care and treatment of these individuals is managed by a complex consortium of mental health professionals that are hospital and community based. The aim of care and treatment will always focus on the functional integration and positive contribution of each individual in their respective communities.

Unfortunately, left untreated or ill-managed, countless individuals who suffer from mental illness experience crisis and an exacerbation of symptoms that result in frequent hospital visits.

Regrettably, individuals experiencing a mental health crisis travel a negative pathway with the police, resulting in an arduous entanglement within the criminal justice system.

Adverse and negative hospital and police interaction contribute against the desired goal for individuals to receive the support and resources necessary to maintain positive community interaction and contributions.

It is the responsibility of the mental health community to initiate and foster partnerships, with a common goal of developing viable, fiscally responsible and beneficial strategies to promote the health and well being of emotionally disturbed people.

This proposal identifies the necessity for a partnership, the development and financial advantages of a viable strategy that will support diversion from local hospitals, while maximizing the accessibility of resources to community members.

The implementation of a C.O.A.S.T. (Crisis Outreach and Support Team) Program is proposed involving a partnership between the OPP and CCC.

This Memorandum of Understanding (MOU) has been developed and relied upon to govern the partnership between CCC and the Essex County Detachment of the OPP. This document will serve to set out the conditions and procedures for the operation of the COAST Program, the responsibilities of the partnered services and to regulate the exchange of information between the partnered services;

Therefore the Parties hereto agree as follows:

Part 1 – Term and Termination

- 1) This MOU shall be for a term of one (1) year beginning on September 01st, 2012 and ending on August 31st, 2013.
- 2) This MOU may be renewed for further terms as the parties may agree to in writing. Should the Parties fail to reach an agreement as to the terms of renewal, including funding, then this MOU shall expire as in paragraph 1.
- 3) Any Party may terminate this MOU provided that one (1) month prior written notice is delivered to the other parties in accordance with this MOU. Notwithstanding the foregoing, this MOU may be terminated without prior notice by any Party upon the breach by another Party of their obligations as set out in this MOU.

Part 2 –Terms and conditions of access, use and disclosure

- 4) The Parties may provide each other with information as permitted by law, including through ministerial authorization, where required for the appropriate administration and delivery of services by COAST.
- 5) The Parties acknowledge that each may, at its discretion, refuse to disclose any information for any reason including but not limited to:
 - a) the protection of patient confidentiality;
 - b) the protection of the confidentiality of third party information or informants;
 - c) to prevent interference with, or the disclosure of, law enforcement information, investigations or techniques; and
 - d) otherwise in accordance with the laws of the Province of Ontario.
- 6) Each Party shall take all reasonable steps to ensure that only COAST clinical staff, designated police officers and those permitted by law shall have access to any information exchanged in the course of the administration of COAST and that access is exclusively for the purposes of COAST.
- 7) Designated police officers who obtain patient health information relating to the clients of COAST will not share that information with the OPP, except to the extent it is authorized by law.

- 8) Information subject to the *Youth Criminal Justice Act* (Canada) shall not be disclosed unless permissible under that Act.
- 9) The Parties shall each apply their respective standards and/or policies and applicable legislation to the administration, technical and physical safeguarding of information exchanged pursuant to the administration of COAST and the performance of this MOU, including but not limited to:
 - a) As set out in Schedule 2, paragraph 3 for CCC;
 - b) As set out in Schedule 1, paragraph 5 for OPP;
 - c) the *Personal Health Information Protection Act* ("PHIPA");
 - d) the *Freedom of Information and Protection of Privacy Act* ("FIPPA");
 - e) the *Police Services Act* ("PSA");
 - f) any other applicable provincial legislation.
- 10) Information collected or created during the administration of COAST and the performance of this MOU and not created by any sole party, shall be maintained by COAST staff in the COAST offices at the OPP Essex County detachment in a locked cabinet. This information will be considered to be the joint property of CCC and OPP and referred to as the "COAST Record", and the maintenance, storage, retention, release and disclosure of this COAST record will be in accordance with CCC and OPP policies and procedures and applicable provincial legislation. For greater certainty, this does not include documentation The COAST staff employed by CCC must maintain in the patient hospital record.
- 11) Where information relating to COAST clients is maintained or available electronically, such information will be maintained in a manner agreed to by the parties which ensures that such information is only accessible to those individuals authorized by law.
- 12) For the purposes of assessing and evaluating COAST, non-identifiable patient health information may be shared by the parties.
- 13) No identifiable patient health information will at any time, for any purpose be provided to non-parties without written consent of the patient unless authorized by law.

Requests for Information

- 14) Any request by third parties for disclosure of records shall be addressed by the Party responsible for such records and that Party shall be responsible for any administrative cost incurred as a result of responding to the request. For COAST records, the OPP will respond to such requests.

15) In the event that a Party receives a request under the FIPPA to disclose records created by or received from the other Party, the Party receiving the request shall notify the other Party of the request, and shall, as soon as practicable and in any event within 10 days of receiving the request, provide a copy of the request to the other Party.

Business Information Confidential to the Parties

16) Subject to Clause 5, all parties acknowledge that, during the performance of the MOU, each Party may have access to information of a confidential or proprietary nature of another Party, (this does not include patient health information, and shall be referenced as " Business Information") provided to the other for the purposes of the MOU, and that it is essential to the conduct of each Party's business that the Business Information be kept confidential.

17) Subject to the provisions of this MOU, all parties agree to keep the Business Information confidential and that all such Business Information shall be deemed to be and remain the sole property of the party that produced or generated the same, save and except COAST records as set out in paragraph 10 above. No Party during the term of this MOU and or any time thereafter shall, directly or indirectly, use the Business Information or disclose the Business Information except with the prior written approval of the Party to whom the information belongs or as otherwise authorized by law.

Part 3 – Scope of Service

18) COAST will offer the following services:

- a) Telephone crisis response during regular scheduled hours of work.
- b) Joint mobile crisis response by the dedicated COAST police officer from the OPP and the assigned crisis worker from the CCC during scheduled hours of work.
- c) Short term crisis management for the individual experiencing the crisis as well as individuals and services supporting the individual. Crisis Management will include follow up of referrals, attending case conferences, advocacy, support and ongoing assessment and monitoring of mental status and behaviours as part of crisis resolution.
- d) Outreach as an intervention process to provide support to an individual exhibiting symptoms of mental illness that are at times disturbing to an individual or to others in the community where an assessment, intervention and referral might reduce the risk of escalation of the symptoms and behaviour to the point of psychiatric emergency or involvement with justice services.

Part 4 – Operation of COAST

- 19) COAST constitutes a dedicated team responsible for responding to incoming calls for service.
- 20) COAST will be composed of a staff including one OPP officer employed and designated by the OPP to work solely with COAST, one mental health professional employed by CCC and a Manager employed by CCC. All members of the COAST staff will remain the employee of the party who assigned the staff member to COAST and as further and better described in the Schedules hereto.
- 21) Where multiple requests for service are received, the on duty staff of COAST shall be responsible for triaging and prioritizing such calls.
- 22) COAST staff will evaluate each request for services to determine how best to proceed with intervention.

Part 5 – Liability

- 23) Each party is responsible for any damages caused to the equipment or facilities of the other party.
- 24) Each of the parties will provide immediate notice in writing of any tribunal or legal proceeding, which, without limiting the generality of the foregoing shall include:
 - a) Criminal proceedings;
 - b) civil proceedings; or
 - c) a fatality inquiry which may impact upon any party.

Part 6 – Roles and Responsibility

- 25) Each party shall be responsible for providing funding, support and services as set forth in Schedules 1 and 2.
- 26) CCC is responsible for the provision of training and information to COAST staff as appropriate.
- 27) Each party will contribute to the human and time resources of COAST through the provision of individuals to participate in conferences, working groups, and committees relating to the work of COAST.

28) Each party is responsible for upholding the spirit of the MOU in relation to providing a better service to individuals in mental health crisis as well as the community at large.

Part 7- General

29) The parties agree that this MOU and accompanying Schedules are the complete agreement between the parties and replaces all prior communications related to the subject matter of this MOU.

30) No one party will unilaterally invite contact with the media regarding COAST without first consulting the other parties and their respective communication/media relations departments.

31) This MOU may not be supplemented, modified or amended unless any such supplement, modification or amendment is signed, witnessed and dated by the parties through their duly authorized representatives.

32) Notice under this MOU shall be in writing and delivered personally, via facsimile, or by ordinary prepaid mail. Notices delivered by mail shall be deemed to have been received on the fourth business day after the date of mailing. Notices delivered by fax shall be deemed to have been received at the time of delivery or transmission. All correspondence and other notices related to the terms of this MOU shall be delivered to a party through its representative on the Standing Committee. For clarity, each party's contact particulars are set out below:

Community Crisis Centre
1030 Ouellette Avenue
Windsor ON N9A 1E1
Fax: (519) 973-1989

OPP – Essex County Detachment
1219 Hicks Road, Essex, Ontario Box 910
N8M 2Y2
Fax: (519) 723-2133

33) Conflict resolution. Where a conflict arises concerning this MOU, the parties shall first attempt to resolve the issue at a supervisory level within fifteen (15) days. Should the issue not be resolved, the parties will then refer the issue to the Executive Officer of CCC and the Detachment Commander of the Essex County OPP for review and resolution within fifteen (15) days.

IN WITNESS WHEREOF, their duly authorized officers have signed this Memorandum of Understanding on behalf of the parties on the dates noted below:

HOTEL-DIEU GRACE HOSPITAL/COMMUNITY CRISIS CENTRE

Per:

Signature

Signature - Witness

Name and Title (please print)

Date

Signature

Signature - Witness

Name and Title (please print)

Date

ONTARIO PROVINCIAL POLICE

Per:

Signature

Signature - Witness

Name and Title (please print)

Date

Signature

Signature - Witness

Name and Title (please print)

Date

Schedule 1 - Roles and Responsibilities of the Ontario Provincial Police (OPP)

- 1) OPP shall make available one (1) full-time police officer dedicated solely to the COAST for the term of this MOU or any renewal term thereof.
- 2) OPP will also provide one police vehicle equipped with appropriate equipment for COAST use. The cost of the vehicle shall be solely borne by the OPP, including any and all costs incurred in fueling, operating and servicing the vehicle to ensure it is safe.
- 3) OPP agrees to provide a suitable, safe and secure work location at an OPP Detachment in Essex County.
- 4) It is acknowledged that the duties assigned to OPP officers within COAST shall be confined to police duties only, as defined in the applicable legislation, at common law, and in accordance with the rules, directives, policies and procedures of the OPP.
- 5) OPP officers assigned to COAST shall be qualified to perform the services required pursuant to this MOU and may not assist COAST until such time as they have completed training courses as required by CCC.
- 6) The OPP officer remains an employee of the OPP, under the direction and supervision of the officer in charge. The COAST officer will, at all times conform to the operational policies and procedures of the OPP and be subject to the *Police Services Act*. The OPP shall, at its sole discretion, address any misconduct by the officer while assigned to the COAST. The approval and/or payment of salary, overtime, benefits and any other expenses associated with the employment of officer assigned to COAST will remain the sole responsibility of OPP.
- 7) The COAST officer shall transport persons taken into custody and shall remain responsible for such individuals in accordance with existing OPP policies and procedures.

Schedule 2 – Obligations of CCC

- 1) Staffing and scheduling of the COAST staff shall be assigned by CCC and be the responsibility of the CCC.
- 2) CCC agrees to provide and fund dedicated communication devices for both mobile and office needs relative to COAST, including but not limited to:
 - a) One (1) desktop telephone located at the OPP Detachment work location;
 - b) Dedicated, personalized hand-held mobile communication devices for the CCC worker and the COAST officer employed by the OPP;
 - c) Any monthly plans associated with paragraph 2 b) above.

All devices shall be used in accordance with existing CCC/OPP policies and for the discharging of duties relative to COAST.

- 3) It is acknowledged that the COAST staff and the Mental Health Manager assigned from CCC to COAST shall carry out their duties in accordance with:
 - a) The policies, by-laws, mission statement, values and procedures of CCC.
 - b) The ethical and professional requirements of their professional regulatory bodies in order to practice optimal standards of care.
- 4) The crisis worker assigned to COAST shall remain an employee of CCC.
- 5) CCC shall ensure that hours worked by COAST staff shall not exceed thirty-seven and half (37.5) hours per week, subject to any approved overtime. Overtime incurred by COAST staff who are employees of CCC shall be dealt with in accordance with CCC policies and procedures.
- 6) CCC shall, at its sole discretion, evaluate the performance and address any misconduct by the crisis worker of Mental Health Manager while assigned to the COAST.
- 7) CCC will maintain responsibility for the day to day operations of COAST through the Mental Health Manager. These responsibilities include but are not limited to the scheduling of staff and the monitoring of the financing and accounts.
- 8) CCC acknowledges and accepts the potential hazards and risks inherent while accompanying a police officer, in the community, while performing the duties and functions in COAST.