

MEMORANDUM OF AGREEMENT
between the
KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
and the
CITY OF KIRKLAND POLICE DEPARTMENT
for
DIVERSION AND REENTRY SERVICES and DATA SHARING 2021-2024

The following agreement is entered into between the **King County Department of Community and Human Services (DCHS) and the City of Kirkland Police Department (the City) effective January 1, 2021 through December 31, 2024 unless terminated by either party.**

This agreement covers:

- A. Relationships and operational agreements for purposes of providing reentry and diversion services to inmate-clients with co-occurring mental health and substance use disorders being released from the Kirkland Jail.
- B. Data sharing agreements and data governance for purposes of criminal justice-related program evaluation, public health surveillance, and population-level analyses.

I. PURPOSE

The purpose of this Agreement is to:

- A. Develop and implement joint initiatives and improve the coordination of services mutually founded or administered by the City and DCHS (collectively known as the Parties).
- B. Support continued effective partnership between the Parties, to the benefit of King County residents, by utilizing the expertise of each Party in implementing the activities of the MIDD II Behavioral Health Sales Tax Fund and other specialized activities. The Adopted MIDD Policy Goals (Ordinance 18406) are as follows:
 - 1. Divert individuals with behavioral health needs from costly interventions, such as jail, emergency rooms, and hospitals.
 - 2. Reduce the number, length, and frequency of behavioral health crisis events.
 - 3. Increase culturally-appropriate, trauma-informed behavioral health services.
 - 4. Improve health and wellness of individuals living with behavioral health conditions.
 - 5. Explicit linkage with, and furthering the work of, other King County and community initiatives.
- C. Maximize services and resources of both Departments for the benefit of the individual served and the community through culturally competent and trauma-informed approaches.

- D. Document data collection and reporting requirements as well as shared principles that inform the initiatives, activities, and services mutually funded or administered by DCHS and the City.

II. INTENT TO COOPERATE IN PLANNING ACTIVITIES AND PROGRAM IMPLEMENTATION

Both Parties agree to cooperate in planning and coordinating the applicable diversion and reentry activities pursuant to the MIDD II Behavioral Health Sales Tax Fund Plan and other specialized activities, including Addendums A, B, and C. This includes but is not limited to:

- A. Jail reentry system of care/reentry services (MIDD II Initiative RR-06)
- B. Jail-based substance use disorder (SUD) assessments
- C. Coordination of publicly-funded benefits with Department of Social and Health Services (DSHS)

The details of the Parties cooperation efforts are described in the attached Addendums A, B, and C.

III. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The City and DCHS agree to defend, indemnify and hold harmless each other, their respective officials, agents, and employees from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses (including reasonable attorney fees) that arise out of or are related to the negligent acts or omissions of the indemnifying party (and its officials, agents, and employees acting within the course and scope of their employment) and in the performance of said party's obligations under this Agreement or the exercise of a party's rights and privileges under this Agreement. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying party and its actors.

The foregoing provisions specifically and expressly intend to constitute a waiver of each party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

IV. INSURANCE

Each party shall obtain and maintain, at its sole cost and expense, the minimum insurance set forth below or, alternatively, maintain a fully-funded self-insurance program for the protection and handling of its liabilities, including injuries to persons and damage to property. Any deductible or self-insured retention of the policies shall be the sole responsibility of the policyholder.

1. Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Each party shall include the other party as additional insured.
2. Cyber Liability / Technology Errors & Omissions insurance with minimum limits of \$1,000,000 per claim or occurrence and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identify fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, privacy law violations, disclosure of non-public personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.
3. Professional Liability / Errors & Omissions with minimum limits of \$1,000,000 per claim and in the aggregate.
4. Worker's Compensation: Statutory requirements of the state of residency.
5. Employer's Liability or "Stop Gap" with minimum limits of \$1,000,000 each occurrence.

V. TERMINATION

Either party may terminate this Agreement at a date prior to the date specified in this Agreement, by giving 30 days' written notice to the other party.

VI. AMENDMENTS

Either party may request changes to this Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

VII. ENTIRE AGREEMENT

This Agreement, including any amendments attached hereto, sets forth the entire relationship of the parties to the subject matter hereof, and any other agreement, representation, or understanding, verbal or otherwise, dealing in any manner with the subject matter of this Agreement is hereby deemed to be null and void and of no force and effect whatsoever.

IN WITNESS HERETO, the City and the King County Department of Community and Human Services have executed this Agreement as of the dates written below:

KING COUNTY

DocuSigned by:
Emmy McConnell
622133092010410...

FOR
King County Executive
10/14/2021

Date

CITY OF KIRKLAND POLICE
DEPARTMENT

DocuSigned by:
Cherie M Harris
63D1019292FB438

Signature
Cherie M Harris

Name (Please type or print)
10/8/2021

Date

ADDENDUM A

DATA SHARING AGREEMENT FOR CRIMINAL JUSTICE RELATED PROGRAM EVALUATIONS

Per mutual agreement, the King County Department of Community and Human Services (DCHS) will receive from the Kirkland Police Department (the City) electronic extracts of inmate data from the Kirkland Jail to support the evaluation of programs for which criminal justice outcomes are reported. The use of the data will conform to the provisions described below. This Addendum shall be reviewed biennially for effectiveness, efficiency, and success in meeting the stated purpose.

I. DATA TRANSFER PROCESSES

Batch data will be formatted in spreadsheets and transferred from the City to DCHS via secure encrypted email.

A. Frequency of Data Transfer

The City will submit extracts of electronic data to DCHS on a quarterly basis, no more than 20 days following the end of the quarter prior (e.g., April 20th for the quarter January through March), for the life of this agreement or until evaluation activities have concluded.

Historical extracts of electronic data may be requested as well for the evaluation of programs/initiatives listed in Section IV below.

II. DATA SECURITY AND CONFIDENTIALITY

Data files submitted by the City will be stored on a secure server administered by DCHS. Data files will be processed and loaded into the main BHRD database, the Health and Human Services analytic workspace, and the Integrated Data Hub. These databases are secured according to federal Health Information Portability and Accountability Act (HIPAA) regulations. All users with access to these databases are required to complete HIPAA training and sign an oath of confidentiality.

Access to the databases and secure server is restricted by password protection and folder permissions. Access to the data is limited to the King County Department of Information Technology (KCIT), DCHS staff and Public Health-Seattle & King County staff (hereafter referred to as "the County") directly involved with processing the quarterly data file or conducting analyses and evaluating programs and initiatives described in Section IV.

A. Special Consideration of Social Security Numbers

Data provided by the City shall include social security numbers. The County assures that the social security numbers released shall be treated as confidential information that will only be used for the purposes specified in Section IV.

The County will not disclose, publish, or otherwise reveal any of the social security numbers to any other party whatsoever except with the specific prior written authorization of the City and will take best efforts and precautions to prevent and protect

the confidential numbers from disclosure to any person other than authorized County employees.

III. DATA DESTRUCTION

Data shall be maintained for the life of the agreement. Upon completion of all applicable program evaluations and surveillance activities, or at the request of the City, all data will be destroyed.

IV. USE OF DATA

Inmate data will be used by DCHS and Public Health-Seattle & King County to evaluate criminal justice outcomes for participants in projects and programs, to inform the delivery and prioritization of services and programs, and to conduct general public health surveillance activities and population-level analyses. Data received by the County from the City will:

1. Support the evaluation of the following programs/initiatives:
 - A. Diversion and Reentry Services,
 - B. Veterans, Seniors and Human Services Levy,
 - C. Mental Illness and Drug Dependency Plan,
 - D. Youth and Family Homelessness Prevention Initiative,
 - E. Best Starts for Kids,
 - F. Employment and Education Resources, and
 - G. Familiar Faces Initiative.
2. Evaluate housing stability, community tenure, criminal justice and other relevant outcomes for program participants.
3. Prioritize homeless clients for housing placement based in part on jail and service utilization.
4. Conduct general public health surveillance activities and population-level analyses.

The data will be used for no other purpose than that specifically described above without prior approval from the City. Further, if the data are to be used for research purposes, approval from a relevant Institutional Review Board will be provided to the City.

V. NON-DISCLOSURE

The County will not disclose or report any information in a form that identifies an individual in evaluation reports. DCHS is permitted to share individually identified data used within the context of prioritization of services with individuals responsible for service delivery. DCHS

will not secondarily disseminate any of the data supplied and received pursuant to this agreement without prior approval from the City.

VI. CITY OF KIRKLAND MONITORING

The County understands that the City reserves the right to monitor or audit how DCHS is using the City data. The City shall provide at least five (5) business days' notice of any such monitoring or audit activity. Any such monitoring or audit must occur during normal DCHS operating hours.

VII. DATA ELEMENTS

The following minimum data elements shall be submitted to the DCHS unless otherwise agreed upon between DCHS and the City:

<u>Data Element</u>	<u>Description</u>
First Name	First name
Middle Name	Middle name or initial
Last Name	Last name
DOB	Birth date
SSN	Social Security Number
Booking Number	Booking number
Booking Date	Date individual was booked in jail
Release Date	Date individual will be released from jail
Charge	Charge statute description

ADDENDUM B

CITY OF KIRKLAND POLICE DEPARTMENT JAIL REENTRY SYSTEM OF CARE/REENTRY SERVICES

I. SUBJECT

The City shall make referrals of eligible adult individuals to Reentry Services program developed and monitored by the DCHS Diversion and Reentry Services section (DRS). The program described in this addendum is provided in accordance with the MIDD II Behavioral Health Sales Tax Fund Plan, specifically pertaining to Recovery and Reentry Initiative – 06 (RR-06). This addendum will be in effect retroactive to the period starting January 1, 2021, and ongoing through the termination date of December 31, 2024, specified in the parent agreement or as subsequently amended, contingent on continued funding availability.

II. PURPOSE AND ELIGIBILITY

A. Goals

1. To increase access to intensive, short-term culturally responsive and trauma-informed case management for individuals with mental health and/or substance use disorders who are close to release/discharge and in need of assistance in reintegrating back into the community.
2. To reduce the number of individuals who cycle through King County's jails and increase connection to supportive, community-based services with the ultimate aim of reduced recidivism.

B. Objectives

1. To ensure that active engagement of eligible individuals and comprehensive discharge planning begins during incarceration and continues after release.
2. To contribute to equity and social justice through the decriminalization of individuals with mental health and substance use disorders who are not a threat to public safety and the reduction of racial disparities in incarceration.

C. Eligibility

1. Eligibility for referral to the Reentry Services program includes adult Medicaid and non-Medicaid recipients who:
 - a. Are being released from custody at the Kirkland Jail;
 - b. Have a behavioral health condition that interferes with age-appropriate social and role functioning;
 - d. Are residents of King County or are homeless; and
 - e. Agree to participate in the program.

D. Definitions

1. Behavioral health condition: Mental health or substance-use related signs and symptoms which are ongoing and interfere with the activities of daily life, or a psychiatric and/or substance use disorder as defined by the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V) or revised. Formal diagnosis is not required for program referral or enrollment.

III. GENERAL PROGRAM REQUIREMENTS

- A. DCHS and City shall conduct services in accordance with state and federal confidentiality requirements as applicable, including 42 CFR Part 2, 45 CFR Health Insurance Portability and Accountability Act (HIPAA) Parts 160 and 164.
- B. The County and City shall be solely responsible for compliance with generally accepted professional and ethical standards for the services each performs, and for the quality of the services each performs. All duties performed by DCHS and City shall be consistent with the applicable requirements of all formal bodies, governmental or otherwise, to which DCHS or City and its clinicians are subject with respect to licensing, certification, registration, and/or accreditation.

IV. SCOPE OF WORK

A. The City shall:

Assist in identifying eligible and appropriate individuals in-custody for referral to Reentry Services for a coordinated transition to the community.

B. DCHS shall:

1. Ensure the provision of Reentry Services, including transportation to the service site from the Kirkland Jail or contracted facilities for eligible individuals being released from custody by contracted Reentry Services provider;
2. Analyze data and evaluate program and client outcomes; and
3. Ensure its contractors:
 - a. Coordinate with the City and share information as needed and permitted;
 - b. Submit participant data electronically and/or via hard copy to DCHS.

V. REPORTING AND EVALUATION REQUIREMENTS

A. MIDD Evaluation & PME Plan

1. The City shall participate in MIDD evaluation activities, regularly providing detailed data in accordance with this Memorandum of Agreement and with any Performance Measurement and Evaluation (PME) Plans. The City shall submit participant data in a format mutually agreed upon by the City and the County to

expedite and assure an appropriate referral to the Reentry Services provider agency for services.

2. The City will work with the MIDD evaluation team to identify the program-specific data elements and to determine data transmission methods, which will be detailed in the PME Plan.
3. Data are due not more than 20 calendar days after the end of the month for which quarterly/monthly data are being reported unless otherwise specified in PME Plans. Data shall be complete and accurate. BHRD will review each data submission and notify the City of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.

B. Performance Measures

1. Performance measures shall be measured using individual-level client data and/or aggregate data submitted pursuant to the PME Plan resulting from this Addendum and its parent Agreement. Specific data elements and reporting mechanisms shall be defined in the PME Plan.

C. Modification of the PME Plan

1. PME plan will be mutually developed and agreed upon. Either Party may suggest revisions to the PME Plan pursuant to the process outlined in the parent Agreement.

D. Additional Data Submission

1. In addition to participant data submitted in accordance with the PME Plan, the City shall provide Kirkland Jail and SCORE (as applicable) booking data for evaluation purposes as detailed in Addendum A (Data Sharing Agreement).

ADDENDUM C

CITY OF KIRKLAND POLICE DEPARTMENT IN-CUSTODY SUBSTANCE USE DISORDER (SUD) ASSESSMENT SERVICES

I. SUBJECT

The City of Kirkland shall make referrals of eligible King County residents incarcerated at the Kirkland Jail to SUD assessment services developed and monitored by the DCHS Diversion and Reentry Services (DRS) section. This addendum will be in effect for the period starting January 1, 2021, and ongoing through the termination date specified in the parent agreement or as subsequently amended, contingent on continued funding availability.

II. PURPOSE AND ELIGIBILITY

A. Goals

To facilitate access to SUD treatment for adult residents of King County, who are transitioning to the community upon release from Kirkland Jail.

B. Objectives

1. To provide SUD assessment services to adult inmate-clients referred from Kirkland Jail for the purposes of treatment placement upon release.
2. To partner with criminal legal and reentry partners to arrange for release from jail custody and transportation to inpatient or residential SUD treatment upon release from jail custody.

C. Eligibility

King County residents incarcerated at Kirkland Jail, who are determined to be financially and clinically eligible (i.e., eligible for publicly funded services and have a SUD) upon release from custody, and meet one of the following:

1. are within 45 days of release from jail custody, or
2. for whom all criminal legal parties have agreed to consider release to treatment.

D. Definition

1. Substance Use Disorder: the recurrent use of alcohol and/or drugs causes clinically significant impairment, including health problems, disability, and failure to meet major responsibilities at work, school, or home., or substance use disorder as defined by the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V) or revised. Formal diagnosis is not required for program referral or enrollment.

III. GENERAL PROGRAM REQUIREMENTS

- A. DCHS and City shall conduct services in accordance with state and federal confidentiality requirements as applicable, including 42 CFR Part 2, 45 CFR Health Insurance Portability and Accountability Act (HIPAA) Parts 160 and 164.
- B. The County and City shall be solely responsible for compliance with generally accepted professional and ethical standards for the services each performs, and for the quality of the services each performs. All duties performed by DCHS and City shall be consistent with the applicable requirements of all formal bodies, governmental or otherwise, to which DCHS or City and its clinicians are subject with respect to licensing, certification, registration, and/or accreditation.

IV. SCOPE OF WORK

- A. The City shall:
 - 1. Assist in identifying eligible and appropriate individuals in jail custody for referral to SUD assessment services.
 - 2. Provide medications prescribed to incarcerated individuals at the Kirkland Jail for the purposes of relieving psychiatric symptoms, including medications to ameliorate the side effects of psychotropic medication;
 - 3. Complete the following steps for the purposes of determining need and providing psychiatric medication services as appropriate and when clinically indicated:
 - a. Document that psychiatric evaluation of individuals is done by contracted provider or KC including those exhibiting symptoms of needing mental health services or medications;
 - b. Provide via hard copy, fax, or electronic documentation a 30-day prescription for medications as appropriate per jail medical provider guidelines;
 - c. Provide a minimum of a 3- to 5-day supply of psychiatric medications (to include medications for opioid use disorder as appropriate) at release under the following conditions:
 - i. Medications came with the inmate upon booking or were prescribed after booking; and
 - ii. The jail medical provider is given a minimum of three business days' notification prior to the individual's release. Medications may be given with less than three business days' notification at the discretion of the City or jail medical provider.

- iii. Provision of a 3- to 5-day supply of medications with overdose potential or illicit street value will be determined at the discretion of the jail's medical provider.
 4. Provide inmate-client information to the DCHS SUD assessor upon request;
 5. Retain complete responsibility for and control of its practice and the practice of jail medical and service providers under its employ or contract and be responsible for all acts and decisions in connection therewith.
- B. DCHS shall:
 1. Provide a SUD assessor who conducts substance use disorder assessments for all municipal jails in King County (including the South Correctional Entity, SCORE) and arranges for release and treatment placement of eligible and amenable individuals upon release;
 2. Ensure that all records containing confidential and protected health information are locked and secured when not in use.