

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between the City of Olympia, a Washington municipal corporation (City), and Catholic Community Services of Western Washington, a Washington non-profit corporation (CCS), collectively “the Parties.” This MOU is effective as of the date of the last authorizing signature affixed hereto.

RECITALS

WHEREAS, a public health emergency was initially declared in October 2017 due to the opioid crisis, which remains a significant public health emergency and which continues to take a devastating toll on the lives of individuals, families, and communities across the United States; and

WHEREAS, in recent years, the increase in synthetic opioids in the Nation’s drug supply has only served to exacerbate and expand the reach of this devastation with over 100,000 drug overdose deaths in 2021, an increase of almost 15 percent from the prior year, and Centers for Disease Control and Prevention data also show that overdose deaths disproportionately impact Black and American Indian/Alaska Native people; and

WHEREAS, to combat the morbidity and mortality of overdose and the chronic disease of opioid use disorder (OUD), it is critical that individuals with OUD have access to evidence-based, FDA-approved treatments. The Biden-Harris Administration has made addressing the overdose epidemic a priority, including increasing access to evidence-based treatment—namely, medications for opioid use disorder (MOUD)—across all settings; and

WHEREAS, in addition to the impacts of substance use and misuse on individuals, families, and communities, this crisis also impacts first responders, the criminal justice system, child welfare and foster care, and behavioral health systems, FY 2023 Comprehensive Opioid, Stimulant and Substance Use Program (COSSUP) resources are designed to support efforts that respond to, treat, and support those impacted by this crisis, particularly those who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality; and

WHEREAS, these efforts can include community-based prevention, harm reduction, and emergency response programs, diversion from the criminal justice system through law enforcement and other first responder-based responses and court-based programs, as well as treatment and recovery support programming in jails and prisons; all of such strategies which seek to improve access to substance use disorder treatment and recovery support services; and

WHEREAS, the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applicants for funding to develop, implement, or expand comprehensive programs in response to the overdose crisis and the impacts of use and misuse of opioids, stimulants, or other substances; and

WHEREAS, the BJA's COSSUP funding provides necessary resources that allow communities to respond to substance use and misuse to reduce overdose deaths, promote public safety, and support access to substance use disorder treatment and recovery services in the criminal justice system; and

WHEREAS, COSSUP'S goals are to reduce the impact of the use and misuse of opioids, stimulants, and other substances on individuals and communities, including a reduction in the number of overdose fatalities, as well as to mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives; and

WHEREAS, the Parties wish to collaborate on a research component of COSSUP and desire to create a clear understanding of their working relationship related to COSSUP;

NOW, THEREFORE, THE PARTIES FIND THE FOLLOWING TO BE TRUE:

- A. The opioid crisis was declared a public health emergency in October 2017 and remains a significant public health emergency.
- B. The opioid crisis continues to take a devastating toll on the lives of individuals, families, and communities across the Nation.
- C. The increase in synthetic opioids in the Nation's drug supply have only served to exacerbate and expand the reach of this devastation with over 100,000 drug overdose deaths in 2021, nearly a 15 percent increase from the prior year.
- D. In addition to the impacts of substance use and misuse on individuals, families, and communities, this crisis also impacts first responders, the criminal justice system, child welfare and foster care, and behavioral health systems.
- E. Resources are needed that are designed to support efforts that respond to, treat, and support those impacted by this crisis, particularly those who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality.

BASED THEREON, THE PARTIES AGREE:

1. To jointly prepare all necessary documents to achieve the goals of this Memorandum of Understanding, direct their respective staff to work collaboratively towards this end, and present said documents to their respective governing bodies for their consideration without delay.

2. To collaborate on the goals, objectives, and deliverables of the project described on the attached Exhibit A, Scope of Work, and commit to staff time, space, services, or other project needs.
3. This MOU shall be effective until September 30, 2026, unless otherwise terminated upon sixty (60) days written notice to the other parties.

CITY OF OLYMPIA

CATHOLIC COMMUNITY SERVICES OF WESTERN
WASHINGTON

Steven J. Burney
Steven J. Burney, City Manager
Date 03/27/2023

Mike Curry
Mike Curry, Director
Date 03/27/2023

Approved as to form:

Mark Barber
Mark Barber, City Attorney

EXHIBIT A
PROPOSED SCOPE OF WORK

The following Goals, Program Objectives, and Deliverables are to be included in the City’s application for a Comprehensive Opioid, Stimulant and Substance Use Program (COSSUP) grant project, entitled “Partnership for Public Safety and Public Health.”

Goals. The applicant should describe the project’s intent to change, reduce, or eliminate the problem noted in the previous section and outline the project’s goals.

The project partners collectively seek to improve overdose response, deflect individuals with unmet behavioral health needs and law enforcement involvement to case management and peer support, decrease the strain that behavioral health challenges place on first responders, and expand the availability of mental health treatment and other services to this population.

Program Objectives. The applicant should explain how the program will accomplish its goals. Objectives are specific, quantifiable statements of the project’s desired results. They should be measurable and clearly linked to the goal.

1. Provide trainings to Olympia Police Department (OPD) and Olympia Fire Department (OFD) staff on overdose prevention, suicide prevention, harm reduction, burnout/secondary trauma, and trauma-informed care.
2. Expand operating hours and caseload capacity of Catholic Community Services (CCS) Arrest and Jail Alternatives (AJA) program for ongoing law enforcement deflection.
3. Facilitate creation and initial operation of CCS Adult Behavioral Health (ABH) program to provide individual and group counseling and mental health peer support to enrolled clients and residents of CCS properties.
4. Effect reduction of 911 dispatch call volume for incidents related to behavioral health.
5. Perform comprehensive evaluation of COSSUP project via contract with Washington State University (WSU) Department of Governmental Studies and Services (DGSS).

Deliverables. Project deliverables refer to outputs—tangible or intangible—that are submitted within the scope of a project.

1. Finalized logic model detailing project design, including measurements for evaluation.
2. Record of trainings delivered, to how many staff, from which organizations.
3. Skills assessment on trained topics.
4. Record of number of unique individuals served by AJA.
5. Job descriptions of all positions funded by COSSUP revenue.
6. Record of number of unique individuals served by ABH.
7. Report of 911 dispatch call volume by type at baseline and throughout project.
8. Formal evaluation by WSU.

The signatory parties of the MOU agree to the following:

1. Responsibilities

- Pending the City's successful application for a COSSUP award, the City and CCS will establish a subcontract detailing execution of a specified and formalized subcontract related to activities supported by the BJA funding.
- The City and CCS will continue to honor existing contracts and MOUs and work collaboratively to serve the community of Olympia on existing projects, as well as activities funded by COSSUP.
- City employees will continue to attend and participate in biweekly CCS case conferencing meetings and quarterly advisory forums. OPD will continue to provide arrest and crisis response information, as appropriate, when requested.
- The City will utilize data gathered from the Computer Aided Design (CAD) emergency services dispatch system in order to identify additional individuals at risk for overdose, behavioral health crisis, criminal justice involvement, loss of housing, and other undesirable outcomes, and refer individuals appropriately to CCS for services. OPD and Olympia Fire Department staff may make initial direct referrals based on their observations and interactions with community members.
- CCS will provide appropriate progress and outcome reports to the City regarding AJA and ABH's work with community members as requested, as allowable by relevant privacy laws and policies.
- The City and CCS will collaborate in providing data to Washington State University (WSU) Division of Governmental Studies and Services (DGSS) for the purposes of a program evaluation of the COSSUP project.

2. Miscellaneous

- CCS will uphold the privacy requests of their clients, so long as any such request is not in conflict with the City's obligations under the Public Records Act.
- The parties agree to review activity, performance, and satisfaction with the arrangement on a monthly basis for the term of the Agreement.
- Any changes to the Agreement will be documented in an amendment, signed by individuals properly authorized to bind each party.

- Any disputes between the parties will be settled collaboratively and may use the services of the Thurston County Dispute Resolution Center for assistance, upon agreement.

3. Each party responsible for its own acts

- Each party agrees to be responsible for the acts of its own officers, officials, employees, and volunteers arising out of this Agreement. Each party agrees to indemnify, defend, and hold the other party harmless for such acts.
- In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of CCS and the City, its officers, officials, employees, and volunteers, each party's liability hereunder shall be only to the extent of their negligence.
- It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.