

MEMORANDUM OF UNDERSTANDING

Between

San Bernardino County Department of Behavioral Health

And

City of Fontana

Fontana Police Department

And

San Bernardino County Fire Protection District

For

Community Outreach and Support Team Program

July 1, 2026 – June 30, 2031

WHEREAS, the San Bernardino County (County), Department of Behavioral Health hereinafter referred to as DBH and the City of Fontana hereinafter referred to as City, through the Fontana Police Department hereinafter referred to as FPD, and San Bernardino County Fire Protection District hereinafter referred to as SBCFPD (the parties individually may be referred to as Agency or collectively as Agencies); and

WHEREAS, DBH desires to expand consumer rapid access to mental health crisis care through the Community Outreach and Support Team (COAST), in collaboration with FPD and SBCFPD, and work as a multidisciplinary team to serve the behavioral health needs of residents in the field, specific to behavioral health crisis encounters. DBH will do so by collaborating for dedicated office space, at no cost, within agencies that have the highest contact with consumers experiencing a psychiatric emergency. These agencies, named 'points of access', are law enforcement, fire departments, hospital emergency rooms, schools and court related agencies; and

WHEREAS, DBH has been allocated funds by the Behavioral Health Services Act (BHSA) to provide such services; and

WHEREAS, FPD is willing and able to provide adequate, non-financial, dedicated office space located at FPD facilities, specifically for DBH services provided by co-located DBH staff, to assist/link consumers; and

WHEREAS, SBCFPD has highly trained and certified Emergency Medical Technicians (EMTs) and therapy canines qualified to render support services.

NOW THEREFORE, DBH, FPD and SBCFPD mutually agree to the following terms and conditions:

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Attachments: Exhibit I – Description of DBH Staff Services for Participating Agencies
Exhibit II – Authorization to Release Protected Health Information

I. PURPOSE

This Memorandum of Understanding (MOU) serves to identify areas of agreement and responsibility between Fontana Police Department (FPD), San Bernardino County Fire Protection District (SBCFPD), and the Department of Behavioral Health (DBH), regarding the use of dedicated office space within FPD and SBCFPD providing a certified EMT and a therapy canine qualified to render support services.

DBH will assign the staff that will utilize office space within FPD and SBCFPD locations here:

Fontana Police Department

17005 Upland Avenue
Fontana, CA 92335
(909) 350-7701

San Bernardino County Fire Protection District

17001 Upland Avenue
Fontana, CA 92335
(909) 938-3568

The partnership between DBH, FPD, and SBCFPD is a joint effort to bring responsive access to mental health crisis services to the Fontana community, at no charge, for a consumer in need. In exchange for FPD and SBCFPD space and responsibilities hereunder, the DBH staff will be providing crisis assessments, intervention, and intensive case management with linkage to community resources as outlined in Exhibit I.

II. DEFINITIONS

The terms consumer, resident, individual, client, or participant are used interchangeably throughout this document referring to the individual inquiring, accessing and/or receiving services.

- A. **Authorization for Release of Protected Health Information (PHI):** A HIPAA compliant authorization signed by the client or client's legal representative, authorizing DBH to release the client's information to a designated recipient. This form must be completed thoroughly with specified records to be shared, a designated time frame and expiration date, as well as a signature by the DBH client or his/her legal representative. If the form is signed by a legal representative, proof from the court system designating legal representation must accompany the request.
- B. **Behavioral Health Services Act (BHSA):** The BHSA, passed in 2024, replaces the Mental Health Services Act (MHSA) of 2004. The MHSA imposed a 1 percent tax on personal income over \$1 million to serve individuals with serious mental illness (SMI) and individuals that may be at risk of developing serious mental health conditions. The BHSA reforms funding to prioritize services for people with the most significant mental health needs, while adding the treatment of substance use disorders (SUD), expanding housing interventions, and increasing the behavioral health workforce. It also enhances oversight, transparency, and accountability at the state and local levels.
- C. **Department of Behavioral Health (DBH):** The San Bernardino County Department of Behavioral Health, under state law, provides mental health and substance use disorder treatment services to County residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of prevention and early intervention services, 24-hour care, day treatment outpatient

services, case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to County residents.

- D. **Health Insurance Portability and Accountability Act (HIPAA):** A federal law designed to improve portability and continuity of health insurance coverage in the group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery, to promote the use of medical savings accounts, to improve access to long-term care services and coverage, to simplify the administration of health insurance, and for other purposes.
- E. **Personally Identifiable Information (PII):** PII is information that can be used alone or in conjunction with other personal or identifying information, which is linked or linkable to a specific individual. This includes: name, social security number, date of birth, address, driver's license, photo identification, other identifying number (case number, client index number, MyAvatar or SIMON number/medical record number, etc.)
- F. **Protected Health Information (PHI):** PHI is individually identifiable health information held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper or oral. Individually identifiable information is information, including demographic data, that relates to the individual's past, present or future physical or mental health or condition; the provision of health care to the individual; or the past, present, or future payment for the provision of health care to the individual, and identifies the individual or for which there is reasonable basis to believe it can be used to identify the individual. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; in records described at 20 U.S.C.1232g(a)(4)(B)(iv); in employment records held by a covered entity in its role as employer; and regarding a person who has been deceased for more than fifty (50) years.
- G. **Triage, Engagement and Support Teams (TEST):** Triage teams specializing in crisis intervention, continuum of care, and intensive case management for individuals experiencing an urgent psychiatric health condition with up to 59 days of individualized linkage and follow up services. The goal is to improve consumer experience by improving access to mental health services with local staff and rapid response times, allowing the consumer to possibly stay within their own community and strengthening their opportunity for recovery and wellness while reducing involvement with the criminal justice system, reducing frequencies of emergency room visits and/or unnecessary hospitalization.
- H. **Community Outreach and Support Team (COAST):** Consists of a crisis response mobile unit, which includes a DBH TEST behavioral health professional, a certified Emergency Medical Technician (EMT), a therapy canine (service dog), and a plain clothed specially trained police officer. The team will directly respond to various types of behavioral health related crisis calls in the field.

III. SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT REQUIREMENTS

Agency will:

- A. Maintain and relay safety/security procedures related to DBH staff assigned to COAST.
- B. Provide a therapy canine to be handled by the certified EMT professional to assist in crisis encounters in the field.

IV. FONTANA POLICE DEPARTMENT FACILITY REQUIREMENTS

Agency will:

- A. Provide adequate workspace for DBH staff within the Agency. Adequate workspace shall include a personal work area with a desk, chairs and secure document storage.
- B. Assign building passes and office keys as needed to DBH staff, and/or DBH employees regularly assigned to Agency.
- C. Provide specialized van equipped for the COAST team to attend to crisis encounters in the field.
- D. Provide a designated area for consultation of consumers as needed.
- E. Provide a parking space for a County or DBH staff vehicle as needed.
- F. Provide access to a desk phone, fax machine and photocopier as needed.
- G. Provide DBH staff access to staff restrooms and breakroom as needed.
- H. Maintain and relay safety/security procedures related to DBH staff assigned to COAST.

V. FONTANA POLICE DEPARTMENT AND SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT GENERAL RESPONSIBILITIES

- A. FPD and SBCFPD will not assign this MOU, either in whole or in part, without the prior written consent of DBH.
- B. FPD and SBCFPD shall make available to the DBH Program Manager (PM) copies of all administrative policies and procedures utilized and developed for this service location(s) and shall maintain ongoing communication with the DBH PM regarding those policies and procedures.
- C. FPD and SBCFPD are aware that DBH is required by regulation to safeguard Personally Identifiable Information (PII) and Protected Health Information (PHI) such as names and other identifying information concerning persons receiving services from unauthorized use or disclosure pursuant to this MOU.
- D. Information obtained by DBH for participants is PHI and any DBH documents stored at FPD and SBCFPD are highly sensitive and confidential; therefore, FPD and SBCFPD shall provide DBH with secure document storage and use the same physical safeguards related to such document storage that FPD and SBCFPD use to safeguard their own lawfully protected information.
- E. Should FPD and SBCFPD find the need to obtain PHI about a consumer, FPD and SBCFPD shall request the consumer complete the DBH Authorization for Release of Protected Health Information (COM001) form prior to any discussion or release regarding consumer PHI including, but not limited to, diagnosis treatment, and/or outcomes. The form must state DBH can share consumer's PHI with FPD and SBCFPD, with specified time frames including expiration date. This provision will remain in force even after the termination of the MOU.
- F. FPD and SBCFPD acknowledge DBH must track/report specified data required by BHSA in a format approved by DBH. Part of the necessary information measures the referrals and linkage to appropriate services designed to address the particular behavioral health issues being presented to law enforcement (justice system); reduction of the time individuals needing mental health services spend within the justice system; reduced number of visits to assist the same consumer for behavioral health-related concerns post DBH staff involvement, and to facilitate assessments of individuals experiencing a mental health crisis that could result in inpatient hospitalization. FPD and SBCFPD

further acknowledge that these tracking/reporting requirements may change per the County and/or the State.

VI. DBH GENERAL RESPONSIBILITIES

DBH will:

- A. In the least restrictive environment possible, provide crisis intervention designed to divert seriously mentally ill consumers from law enforcement encounters. The primary usage of this office space is to:
 1. Provide crisis intervention services for consumers in surrounding community.
 2. Provide intensive case management for local consumers up to 59 days to link consumers to the appropriate public and/or private community resources.
 3. Be an in-house asset to FPD and SBCFPD and the City in improving outcomes for consumers with behavioral health issues.
- B. Assign staff up to 40 hours a week to COAST. This may include any combination of the following: Social Worker II, Mental Health Specialist, Alcohol and Drug Counselor, and Clinical Therapist, for the purpose of providing crisis response services within the dedicated office space and in the field (exact service hours will be agreed upon between DBH Program Manager, FPD, and SBCFPD).
- C. Adhere to Agency's required clearance protocols for assigned DBH staff prior to staff person utilizing dedicated office space.
- D. Monitor and coordinate staff work schedules, as staff work hours may vary.
- E. Assign computers and cell phones to DBH staff. ALL correspondence with DBH staff must be sent through the DBH email system. No other Agency email is to be allocated to DBH staff. DBH staff shall adhere to the DBH Electronic Mail Policy.
- F. Provide administrative supervision to all DBH staff located at or utilizing the FPD and SBCFPD offices. Any concerns or suggestions regarding any type of matters shall be taken to the DBH Program Manager, supervisory staff or his/her designee.
- G. Communicate with the appropriate COAST supervisory staff or his/her designee with any concerns and/or suggestions for overcoming problem areas and/or changing procedures related to facility usage or supervision.
- H. Maintain authority and responsibility for the assignment and/or reassignment of all DBH staff.
- I. Address the BHSA goals, measure, and report outcomes in collaboration with FPD and SBCFPD by increasing access to mental health services, reducing criminal and juvenile justice involvement while also reducing frequency of emergency room visits and unnecessary hospitalizations within the local community.
- J. Maintain consumer records in compliance with all regulations set forth by the State and provide access to clinical records by DBH staff.
- K. Pursuant to HIPAA, DBH has implemented administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI transmitted or maintained in any form or medium.

- L. Obtain a valid Authorization for Release of PHI from DBH client prior to sharing any PHI with FPD and SBCFPD and in the performance of required services.

VII. MUTUAL RESPONSIBILITIES

- A. DBH staff will coordinate with FPD and SBCFPD staff for the purpose of providing crisis intervention services and intensive case management and linkage for referred consumers.
- B. FPD, SBCFPD, and DBH agree to develop a program unique to COAST needs and internal procedures for optimal utilization of COAST services and fulfillment of consumer needs as outlined in Exhibit I of this MOU.
- C. FPD, SBCFPD and DBH must comply with relevant regulations for any release of information. The Agencies agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU. The Agencies will develop appropriate procedures to ensure all information is safeguarded from unauthorized disclosure in accordance with applicable State and Federal laws and regulations, and as referenced herein.
- D. FPD, SBCFPD, and DBH agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through the FPD, SBCFPD, and DBH mutual chain of command, as deemed necessary.
- E. FPD, SBCFPD, and DBH agree to develop and implement procedures and forms necessary to administer and document each program referral, participation, compliance, and effectiveness.
- F. FPD, SBCFPD, and DBH agree to develop internal procedures for resolving grievances including the specific steps a consumer must follow, and the time limits for resolution.
- G. FPD, SBCFPD, and DBH agree to comply with all applicable local, State, and Federal laws.
- H. FPD, SBCFPD, and DBH shall not charge each other for any of the items or services provided hereunder.
- I. Indemnification and Insurance Requirements between the governing entities of FPD, SBCFPD, and DBH, which are located in the City and San Bernardino County (County) are as follows:
 - 1. The City agrees to defend, indemnify and hold harmless the County, its officers, staff, agents, and volunteers for any and all claims, losses, actions, damages and/or liability resulting from this agreement/contract from any cause whatsoever, including any costs or expenses incurred by County, except as prohibited by law, arising out of the City or FPD's and SBCFPD's negligent or wrongful acts or omissions in connection with its performance under the herein agreement.
 - 2. The County agrees to defend, indemnify and hold harmless the City, its officers, staff, agents, and volunteers for any and all claims, losses, actions, damages and/or liability arising out of this agreement/contract from any cause whatsoever, including any costs or expenses incurred by the City, except as prohibited by law, arising out of County's or DBH's negligent or wrongful acts or omissions in connection with its performance under the herein agreement.
 - 3. In the event that the County and/or the City are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under

this agreement, the County and/or the City shall indemnify the other to the extent of its comparative fault.

4. The County and the City are authorized self-insured entities for purposes of General Liability, Automobile Liability, Workers' Compensation, and Professional Liability coverage and warrant that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the terms, conditions and obligations of this agreement.

J. Privacy and Security

1. FPD, SBCFPD, and DBH shall adhere to any County applicable privacy-related policies pertaining to PII. DBH has a specific responsibility to comply with all applicable State and Federal regulations pertaining to privacy and security of client PHI and strictly maintain the confidentiality of behavioral health records, and FPD and SBCFPD shall assist DBH in upholding said confidentiality by applying safeguards as discussed herein. Regulations have been promulgated governing the privacy and security of individually identifiable health information (IIHI), PHI, or electronic Protected Health Information (ePHI).
 2. In addition to the aforementioned protection of IIHI, PHI, and ePHI, all parties shall adhere to the protection of personally identifiable information (PII) and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as, but not limited to, name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining eligibility that can be used alone or in conjunction with any other information to identify an individual.
 3. Reporting Improper Access, Use, or Disclosure of Unsecure PHI and PII,
Upon discovery of any unauthorized use, access or disclosure of PHI or any other security incident with regards to PHI or PII, FPD and SBCFPD agree to report to DBH no later than one (1) business day upon the discovery of a potential breach. FPD and SBCFPD shall cooperate and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.
- K. FPD, SBCFPD, and DBH will ensure any DBH client PHI that is stored on FPD and SBCFPD premises will be locked and secure in adherence to IIHI and PHI privacy requirements.
- L. FPD, SBCFPD, and DBH shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any consumer, DBH, FPD, and SBCFPD shall not use or disclose any identifying information for any other purpose other than carrying out the obligations under this MOU, except as may be otherwise permitted or required by law. This provision will remain in force even after the termination of the MOU.
- M. FPD, SBCFPD, and DBH agree they will collaborate in providing in-service training to FPD and SBCFPD staff on the services offered under this MOU and any relevant policies/procedures, including the Authorization for Release of Protected Health Information Policy and Procedure.

VIII. RIGHT TO MONITOR AND AUDIT

- A. FPD and SBCFPD will collaborate with DBH in the implementation, monitoring and evaluation of this MOU and share information as needed.
- B. FPD and SBCFPD shall provide all reasonable facilities and assistance for the safety and convenience of DBH's representative in the performance of monitoring or auditing duties. Any supervisory or administrative inspections and evaluations shall be performed in such a manner as will not unduly delay the work of FPD and SBCFPD.
- C. FPD, SBCFPD, and DBH agree to work together to develop a tracking system of calls that DBH COAST staff respond to for the purpose of productivity measures and staff accountability.
- D. A review of productivity at the FPD and SBCFPD location for DBH COAST services shall be conducted after the end of each fiscal year.
- E. FPD, SBCFPD, and DBH will participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities.
- F. FPD, SBCFPD, and DBH will work jointly to monitor outcome measures. FPD, SBCFPD, and DBH shall comply with all local, State and Federal regulations regarding local, State and Federal performance outcomes measurements requirements and participate in the outcome measurement process, as required by the State and/or DBH. For BHSA programs, FPD and SBCFPD agree to meet the goals and intention of the program as indicated in the related BHSA Component Plan and most recent updates.

IX. TERM

This Memorandum of Understanding (MOU) is effective July 1, 2026 through June 30, 2031, and may be terminated earlier in accordance with provisions of Section X of this MOU.

X. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. DBH's Director is authorized to exercise DBH's rights with respect to any termination of this MOU. The FPD's Chief of Police and SBCFPD's Fire Chief or their appointed designee, have authority to terminate this MOU on behalf of FPD and SBCFPD.

XI. GENERAL PROVISIONS

- A. DBH staff vacancies or changes in staffing plan shall be submitted to the appropriate FPD and SBCFPD contact person within 48 hours of DBH's knowledge of such occurrence. Such notice shall include a plan of action to address the vacancy or a justification for the staffing plan change.
- B. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties. No course of dealing and no delay or failure of a party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- C. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this MOU. No

oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

XII. CONCLUSION

- A. This MOU, consisting of ten (10) pages and Exhibits, is the full and complete document describing services to be rendered by FPD and SBCFPD to DBH including all covenants, conditions and benefits.
- B. The signatures of the parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

SAN BERNARDINO COUNTY

CITY OF FONTANA POLICE DEPARTMENT

(Print or type name of corporation, company, contractor, etc.)

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Name Angela Stover
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title Police Captain
(Print or Type)

By _____
Deputy

Dated: _____

Address 17005 Upland Avenue
Fontana, CA 92335

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

►

Dawn Rowe, Chair, Board of Directors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Lynna Monell, Secretary

By _____
Deputy

Description of DBH Staff Services
And Co-location Specific Considerations

FOR
Fontana Police Department
17005 Upland Avenue
Fontana, CA 92335

AND
San Bernardino County Fire Protection District
17001 Upland Avenue
Fontana, CA 92335

For the Community Outreach and Support Team (COAST)

A multidisciplinary team, referred to as Community Outreach and Support Team (COAST), was initiated as a pilot program in collaboration with DBH staff, Fontana Police Department (FPD), and San Bernardino County Fire Protection District (SBCFPD) effective July 1, 2021. The team consists of a crisis response mobile unit, which includes a DBH behavioral health crisis expert, a certified Emergency Medical Technician (EMT), a plain clothed specially trained police officer, and a therapy canine.

Exhibit I is attached to the Memorandum of Understanding (MOU) as an overview of the COAST team. It specifies considerations unique to FPD and SBCFPD, and defines the specific services available through DBH staff. The intent is to enhance the service quality, providing a more specialized response including safety, medical, and behavioral health assets. The COAST team will directly respond to various types of behavioral health related calls based on their comprehensive make-up. DBH staff will provide the following services as detailed in the MOU. Additional duties, responsibilities, and services to be provided are outlined in this Exhibit I.

I. Participating Agency Considerations

A. Considerations Applicable to SBCFPD

- EMT personnel will provide guidelines on how the therapy canine is handled.
- EMT will assess for medical concerns and provide services for minor medical concerns.

B. Considerations Applicable to FPD

- At the Station Commander's discretion and with his/her approval, provide DBH staff with a hand-held radio after the appropriate C.L.E.T.S. testing has been taken and a statement of confidentiality has been signed and received by the Agency.
- Provide training to DBH staff for radio use with provided call signs.
- Provide space in the mobile van for DBH staff to perform general job duties.

II. DBH Staff Service Considerations

- As part of the COAST mobile team, DBH staff may travel throughout the City to provide community-based crisis triage services as well as referrals and linkage to community resources.
- In addition to the COAST team being directly dispatched to behavioral health related calls, COAST may also respond to FPD's and SBCFPD's scenes when their expertise is needed.
- Time between calls for service may be utilized to engage members of the homeless population displaying signs of mental health related issues.
- Provide support and coordination of mental health training for the COAST team and other FPD and SBCFPD personnel.

III. Detailed Description of Available Services DBH Staff May Provide

- A. The behavioral health service provided comes at no cost to the Agencies and is provided by the COAST program as an expedient link to behavioral health services for the community served. Initial services shall be directed toward achieving crisis intervention, diversion, and stabilization.
- B. DBH staff will assist Agency staff when a possible consumer is exhibiting symptoms of psychiatric crisis. If the consumer does not present as violent and/or a danger to staff safety and the community, COAST will immediately respond starting with triage to engage and support the consumer in crisis. COAST staff will provide crisis intervention with assessment and evaluation including collateral to help identify the needs for behavioral health services. The goal of intensive case management is to stabilize and successfully link consumers to DBH services and other community resources.

The following are services provided by DBH staff:

1. Crisis Intervention is a quick emergency response service enabling the individual to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the individual's need for immediate psychiatric intervention. The response modality must allow for the resolution of the consumer's crisis. Crisis Intervention services are limited to stabilization of the presenting emergency. Service activities include but are not limited to assessment, evaluation, and collateral.
 - a. Assessment is an analysis of the history and current status of the individual's mental, emotional, or behavioral disorder. Relevant cultural factors and history may be included where appropriate. Assessments will include consumer level of acuity and risk.
 - b. Evaluation is an appraisal of the individual's community functioning in several areas including living situation, daily activities, social support systems and health status. Cultural issues may be addressed where appropriate.

- c. Collateral is contact with one or more significant support persons in the life of the individual to assist the consumer in crisis as quickly as possible.
- 2. Intensive Case Management provided by COAST staff for up to fifty-nine (59) days to link the consumer with appropriate DBH and community resources for continued stability.
- C. Consumer interventions conclude following completion of services or consumer is at an acceptable level of stability and/or linkage with supportive resources.

IV. DBH Staff

All DBH staff shall be employed by DBH. The staff described will work the designated number of hours per week in full-time equivalents (FTE's) and perform the job functions specified. Clinical staff providing COAST services shall be licensed or waived by viable internship by the State, if applicable.

- A. The staffing will consist of the following:

An intensive case management treatment model will be used and will employ staff members that may include any combination of the following: Social Worker II, Alcohol and Drug Counselor, Mental Health Specialist, and Clinical Therapist, for the purpose of providing crisis intervention services, intensive case management and linkage within the dedicated office space, and in the field.

- B. Staff Responsibilities:

1. Provide crisis triage/response/intervention.
2. Provide interagency coordination of crisis services.
3. Conduct case management needs assessment for possible intensive case management for consumers, identified and referred by the Agency, for referrals/linkage to DBH services and/or other community services.
4. Identify individuals with potential Substance Use Disorder and Recovery Services (SUDRS) needs and refer to community SUDRS services.
5. Provide short-term follow-up case management services (up to 59 days) while consumers are appropriately linked to DBH services and/or other community services.
6. Collaborate with Agency staff, community agencies, family, and other support persons to avoid psychiatric hospitalizations or law enforcement escalations and to improve consumers daily functioning.
7. Maintain appropriate and timely documentation, according to DBH policies and standards.
8. Attend co-location meetings such as: briefings, staff meetings, and/or other team/community meetings, as appropriate.

- V. Other DBH Considerations related to Welfare and Institutions Code (WIC) 5150 Adults 5585 Children- Involuntary Psychiatric Hold:

- Most DBH Paraprofessional staff are not able to write WIC 5150 or 5585 holds, but can assist law enforcement during WIC 5150 or 5585 evaluations by providing support to the officers writing the holds.
- The exception occurs when a DBH Clinical Therapist is available and law enforcement is NOT available to do the WIC 5150/5585 evaluations. After an evaluation, if appropriate, DBH Clinical Therapist will write the hold.
- DBH staff is able to transport consumers that do not present as violent or a flight risk with appropriate Agency vehicle without a law enforcement officer. This method frees up law enforcement to return to the community instead of transporting the consumer and waiting at the hospital.
- DBH staff can support law enforcement ~~to~~at the hospital and sit with the consumer that do not present as violent or a flight risk.

VI. Data Reporting and Outcome Measures Requirements

- A. The assigned DBH Program Manager is responsible for reporting BHSA goals and outcome measures to the BHSA Coordinator, as appropriate.

The outcomes-based criteria which shall be measured are as follows:

GOALS	KEY OUTCOMES
Reduce unnecessary psychiatric hospitalizations	<ul style="list-style-type: none"> • Increased use of alternative crisis intervention facilities (e.g., CWIC, CCRT, CSU). • Increase in number of individuals diverted from hospitalization. • Increase access to and use of existing community resources (e.g., housing, mental health services, alcohol and drug services, medical treatment, education services, etc.)

- B. DBH shall be responsible for collecting and entering data via the data collection instrument developed by the County and the State on all clients referred by the agency. DBH shall ensure the data is entered electronically at encrypted network sites and downloaded at the County centralized database (Integrated System). In addition to the below performance-based criteria, data collection shall include demographic data, the number of case openings, the number of case closings, and the services provided. DBH may base future extensions of this program upon positive performance outcomes, which DBH will monitor throughout the year. DBH staff, in collaboration with host Agency, shall collect data in a timely manner and submit it to the DBH BHSA coordinator.



Behavioral Health

303 E. Vanderbilt Way San Bernardino | (909) 388-0900
www.SBCounty.gov

RESET

AUTHORIZATION TO RELEASE PROTECTED HEALTH INFORMATION (PHI)

Client Name _____ DOB _____
 Client Address _____ Last 4 Digits of SSN _____
 _____ Client Phone # _____

Completion of this document authorizes the release and use of your PHI. Failure to complete all applicable sections of the form may invalidate this Authorization.

I. AUTHORIZATION TO RELEASE PHI

(A) I hereby authorize _____
(Facility Name/Provider Name/Other)

(B) To release to (Enter name of individual(s) or Entity(ies) in the section below and specify relationship)

Individual(s) or Entity(ies) Name(s):

Two-Way Authorization

Checking Box authorizes the two-way exchange of your PHI between parties identified in Sections I (A) and I (B) of this Authorization.

II. MAILING ADDRESS FOR RECORDS (MENTAL HEALTH AND SUD)

Note: Complete this section only if records are to be mailed/faxed to the receiving party.

(A) Name of Recipient _____
Address _____
City, State, ZIP Code _____
Phone # () _____ **FAX # ()** _____

III. PURPOSE OF MENTAL HEALTH AND/OR SUD DISCLOSURE

Purpose of requested use or disclosure:

- Client request OR Other (please list purpose)

List limitations of disclosure, if any:

IV. MENTAL HEALTH SPECIFIC

(A) I specifically authorize release of the following **Mental Health** treatment Information

_____ *(Client or legal representative's initials)*

(B) I authorize the release of either:

- (i)** All my health information pertaining to my medical history and/or mental health condition

Dates From _____ **To** _____ **OR**

- (ii)** Only the following specific records or types of medical history and/or mental health information

Dates From _____ **To** _____

- | | | |
|--|---|---|
| <input type="checkbox"/> Assessment | <input type="checkbox"/> Attendance | <input type="checkbox"/> Client Plan |
| <input type="checkbox"/> Diagnosis | <input type="checkbox"/> Discharge Summary | <input type="checkbox"/> Lab Results |
| <input type="checkbox"/> Medication | <input type="checkbox"/> Psych Clearance | <input type="checkbox"/> Summary Letter |
| <input type="checkbox"/> Treatment Notes | <input type="checkbox"/> Reproductive Health Information (e.g. Pregnancy status, Women's Health Survey) | |

Other

V. EXPIRATION (MENTAL HEALTH)

This Authorization expires (*insert exact date*): _____

Note: California law requires you enter an exact date; otherwise, DBH cannot process this Authorization.

VI. REVOCATION (MENTAL HEALTH)

I understand that I may cancel this Authorization at any time, but I must do so in writing by submitting my request for revocation to the health care facility that I authorized to release my health information. If I revoke this Authorization, I must submit my written request to the following address:

- (I) Name of Facility/ _____
- Provider/ Other _____
- Address _____
- City, State, ZIP _____
- Code _____
- Fax Number _____

My cancellation of this Authorization takes effect upon receipt by DBH who will release no further information based on the cancellation. I understand that any information DBH released prior to the revocation may be irretrievable.

VII. MY RIGHTS (MENTAL HEALTH)

- I may refuse to sign this Authorization. My refusal to sign will not affect my ability to get treatment, payment or eligibility for benefits.
- I have a right to receive a copy of this Authorization.
- To the extent permitted by law, I may inspect or obtain a copy of the health information that I am being asked to allow the use or disclosure of.
- I understand the health information I authorized for release could be re-disclosed by the person/entity I designated to receive the information. I understand DBH cannot prevent my information previously released by this Authorization from being re-released by whoever received it.
- I understand in some cases California law does not prohibit the re-release of my information and my information may no longer be protected by federal confidentiality law (HIPAA). However, I understand California law prohibits the person or entity receiving my health information from making additional disclosures unless another authorization is obtained from me or unless such disclosure is specifically required or permitted by law.

VIII. SUBSTANCE USE DISORDER (SUD) SPECIFIC

(A) I specifically authorize release of the following specific records or types of **SUD Treatment information**

(Client or legal representative's initials)

Dates From	To	
<input type="checkbox"/> Assessment	<input type="checkbox"/> Attendance	<input type="checkbox"/> Client Plan
<input type="checkbox"/> Diagnosis	<input type="checkbox"/> Discharge Summary	<input type="checkbox"/> Lab Results
<input type="checkbox"/> Medications/dosage	<input type="checkbox"/> Psych Clearance	<input type="checkbox"/> Summary Letter
<input type="checkbox"/> Include SUD Medications		
<input type="checkbox"/> Counseling Notes (Requires separate release)	<input type="checkbox"/> All SUD claims and encounter data	<input type="checkbox"/> Legal proceedings (Requires separate release)
<input type="checkbox"/> Reproductive Health Information (e.g. Pregnancy status, Women's Health Survey)	<input type="checkbox"/> Treatment, Payment and Operations (TPO)*	<input type="checkbox"/> Other _____

Note: A copy of this authorization must accompany any records request, redisclosure requirements will align with HIPAA.

(B) If the entity(ies) named in Section I. Authorization to Release PHI facilitate(s) the exchange of health information (HIE) **or** is/are a research institution, you must check and complete the information for **one of the boxes** below (required only for SUD disclosures)

(i) **Name of individual HIE participant:**

 (e.g. Dr. John Smith), **OR**

(ii) **General designation of individual or entity or class of participants with a treating provider relationship (must make list of disclosures available upon request):**

 (e.g. My treatment team in the Inland Empire Health Information Exchange (HIE))

IX. EXPIRATION (SUD)

Unless I revoke Authorization earlier, Authorization will expire automatically as follows:

Describe date, event, or condition upon which consent will expire, which must not be longer than reasonably necessary to serve the purpose of this consent.

X. REVOCATION (SUD)

I understand that I may cancel this Authorization at any time, but I must do so either verbally, or in writing by submitting my request for revocation to the health care facility that I authorized to release my health information. If I revoke this Authorization in writing, I must submit my written request to the following address:

(D) Name of Facility/ _____
 Provider/ Other _____
 Address _____

 City, State, ZIP _____
 Code _____
 Phone # _____ FAX# _____

My cancellation of this Authorization takes effect upon receipt by DBH who will release no further information based on the cancellation. I understand that any information DBH released prior to the revocation may be irretrievable.

Note: If a SUD Authorization is revoked verbally, the revocation shall be immediately documented in the client’s medical record. Whenever an Authorization is revoked verbally, an effort shall be made to obtain the revocation in writing.

XI. MY RIGHTS (SUD)

- I understand that my substance use disorder records are protected under the Federal regulations governing Confidentiality and Substance Use Disorder Patient Records, 42 C.F.R. Part 2, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 C.F.R. Sections 160 & 164, and cannot be disclosed without my written consent unless otherwise provided for by the regulations.
- I understand that I might be denied service if I refuse to consent to a disclosure for purpose of treatment, payment, or health care operations, if permitted by state law.
- I will not be denied services if I refuse to consent to a disclosure for other purposes.

- I will be provided a copy of this form.
- If I select a “general designation” to allow all my treating providers to receive specified information, I understand I have the right to obtain a list of disclosures. If a request is made in writing (within two (2) years of disclosure) thirty (30) days from the date the written request is received; list of disclosure shall contain name of entity disclosure was made to, date of disclosure, and brief description of identifying information released.

XII. SUD NOTICE PROHIBITING RE-DISCLOSURE OF SUBSTANCE USE DISORDER INFORMATION

Title 42 Code of Federal Regulations Part 2 prohibits unauthorized disclosure of these records.

Note: This form must be given to every individual and/or entity provided with SUD treatment information)

XIII. SIGNATURE (MENTAL HEALTH AND SUD)

Date: _____ Time: _____ a.m. p.m.

Signature: _____

(DBH client shall sign, including minor age 12 and up, if having legal and mental capacity)

Signature: _____

(Legal representative of client or parent/guardian for minors not having capacity to consent)

Note: If signed by someone other than the client, state your name and legal relationship to the client (MUST provide legal documentation to support the legal relationship).