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Contract Number

22-360

SAP Number

### Department of Behavioral Health

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<b>Telephone Number</b>	(909) 917-3447
<b>Contract Term</b>	July 1, 2022 through June 30, 2027
<b>Original Contract Amount</b>	Non-financial
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	
<b>Cost Center</b>	

**Briefly describe the general nature of the contract:**

This non-financial Memorandum of Understanding (MOU) serves to identify areas of agreement and responsibility between San Bernardino County Department of Behavioral Health (DBH) and the above-named Contractor/Agency regarding utilization of a no cost, designated office space within the Agency by DBH Triage, Engagement, and Support Teams (TEST) to provide community crisis triage services for Agency referred clients for the contract period of July 1, 2022 through June 30, 2027.

**FOR COUNTY USE ONLY**

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 Dawn Martin, Deputy County Counsel  
 Date 4/26/2022

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*Dr. Georgina Yoshioka, Interim Director*  
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 Georgina Yoshioka, Interim Director  
 Date 5/2/2022

**MEMORANDUM OF UNDERSTANDING**

**Between**

**San Bernardino County Department of Behavioral Health**

**And**

**City of Ontario Police Department**

**For**

**Dedicated Office Space**

**July 1, 2022**

**WHEREAS**, San Bernardino County (County), acting by and through its Department of Behavioral Health hereinafter referred to as DBH, and the City of Ontario (City), acting by and through the City Police Department hereinafter referred to as OPD, Collaborating Agency or Agency (City and County are collectively referred to herein as the "Parties" and individually as a "Party", and this document is collectively referred to herein as the "MOU" or "Agreement"); and

**WHEREAS**, DBH desires to expand consumer rapid access to mental health crisis care through community Triage, Engagement and Support Teams (TEST). 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, hospital emergency rooms, schools and court related agencies; and

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

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

**NOW THEREFORE**, County and City mutually agree to the following terms and conditions:

**TABLE OF CONTENTS**

I. PURPOSE .....3

II. DEFINITIONS .....3

III. COLLABORATING AGENCY FACILITY REQUIREMENTS .....4

IV. AGENCY GENERAL RESPONSIBILITIES.....4

V. DBH GENERAL RESPONSIBILITIES .....5

VI. MUTUAL RESPONSIBILITIES .....6

VII. RIGHT TO MONITOR AND AUDIT .....8

VIII. TERM.....8

IX. EARLY TERMINATION.....8

X. GENERAL PROVISIONS.....8

XI. CONCLUSION .....9

Attachments: Exhibit 1 – Description of TEST Services for Participating Agencies

## I. PURPOSE

This Memorandum of Understanding (MOU) serves to identify areas of agreement and responsibility between City and the County regarding the use of dedicated office space within the premises of OPD for co-locating DBH TEST program staff to assist/link consumers with community services. DBH will assign the TEST staff that will utilize office space within OPD at the following location:

Ontario Police Department  
2500 S. Archibald Ave  
Ontario, CA 91761

The partnership between DBH and OPD is a joint effort to bring responsive access to mental health crisis services to the Ontario community, at no charge, for a consumer in need. In exchange for OPD's space and responsibilities hereunder, the TEST staff will be providing crisis assessments, intervention, and intensive case management with linkage to community resources as outlined in the Exhibit 1.

## 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) Form:** A HIPAA compliant written authorization (form COM001) signed by the client authorizing DBH to release his/her information to a designated recipient. This form must be signed by DBH client before any protected health information is released by DBH to City. Client has the ability to decline, limit or authorize the sharing of his/her protected health information.
- B. **Ontario Police Department (OPD or Agency):** This is the law enforcement agency for the City of Ontario.
- C. **City of Ontario (City):** The governing entity of the Ontario Police Department (OPD).
- D. **Department of Behavioral Health (DBH):** A department of San Bernardino County that provides mental health, substance use disorder, and prevention services under State law to County residents. In order to maintain a continuum of care, DBH operates or contracts for provision of prevention and early intervention, 24-hour care, day treatment, outpatient services, case management, crisis intervention and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to most County residents.
- E. **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.
- F. **Mental Health Services Act (MHSA):** Mental Health Services Act, also known as Proposition 63, imposes a 1% tax on adjusted annual income over \$1,000,000. In November 2004, California voters passed Proposition 63 to adopt the MHSA. According to the MHSA, the intent of the funding is to reduce the long-term adverse impact on individuals, families, and State and local budgets resulting from untreated serious mental illness.

- G. **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, SIMON number/medical record number, etc.).
- H. **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.
- I. **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.

### III. COLLABORATING AGENCY-FACILITY REQUIREMENTS

#### **Agency will in its reasonable discretion:**

- A. Provide adequate workspace for DBH staff within OPD. Adequate workspace shall include a personal work area with a desk, chairs and secure document storage.
- B. Provide a hand-held radio that is checked in and out daily as well as the call signs.
- C. Provide training for radio use and training using provided call signs.
- D. Provide a designated area for consultation of clients as required.
- E. Provide a parking space for a DBH or employee vehicles.
- F. Provide access to a desk phone, fax machine, photocopier, and scanning access.
- G. Provide DBH staff access to staff restrooms and breakroom.
- H. Maintain and relay safety/security procedures related to DBH staff assigned to Agency.
- I. Assign building passes and office keys as needed to DBH staff, regularly assigned to Agency.

### IV. AGENCY GENERAL RESPONSIBILITIES

- B. Without the prior written consent of the other party, this MOU is not assignable by OPD or DBH either in whole or in part. OPD is aware that DBH is required by regulation to protect from unauthorized

use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, the exception is statistical information where the participants are de-identified. Information obtained by DBH for participants that is stored at OPD is highly sensitive and confidential; therefore, OPD shall protect the information, also known as protected health information, from unauthorized use or disclosure by not allowing others access to any DBH assigned document storage.

- C. DBH is prohibited by regulation to provide the disposition or outcome of any participant unless DBH has written authorization from the participant to provide information to OPD. Therefore, OPD shall not request information (follow-up, outcome, disposition, etc.) from DBH regarding a participant unless there is an authorization on file from the participant. This provision will remain in force even after the termination of the MOU.
- D. OPD acknowledges DBH must track/report specified data required by the State grant. Part of the necessary information measures reduced time law enforcement spends with individuals needing mental health services; and reduced number of encounters between law enforcement and individuals in mental health crisis that result in arrests and jail time. OPD further acknowledges that these track/reporting requirements may change per the County and/or the State.
- E. Should OPD find the need to obtain protected health information about a client, Agency shall request the client complete the "DBH Authorization for Release of Protected Health Information" (COM001) form prior to any discussion or release regarding customer diagnosis, treatment, or outcomes. The COM001 must state DBH can share client's protected health information with OPD.

#### **V. DBH GENERAL RESPONSIBILITIES**

##### **DBH will in its reasonable discretion:**

- A. Assign 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 response services within the dedicated office space and in the field.
- B. Assign computers and cell phones to DBH employees.
- C. Provide administrative supervision to all TEST staff located at the OPD offices. Any concerns or suggestions regarding any type of matters shall be taken to the DBH Administration, Supervisory staff or his/her designee.
- D. Communicate with the appropriate OPD 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.
- E. Maintain authority and responsibility for the assignment and/or reassignment of all DBH staff.
- F. In the least restrictive environment possible, provide crisis intervention services, intensive case management, risk assessments, and linkage to mental health services to divert serious mentally ill clients from hospitalization and incarceration.
- G. Provide linkage to appropriate public and/or private community resources, transportation and assist law enforcement in managing seriously mentally ill clients out in the field for up to fifty-nine (59) days.
- H. Monitor and coordinate staff work schedules as staff work hours may vary.

- I. Address the MHSA goal of mitigating unnecessary expenditures related to law enforcement in collaboration with OPD. This will be measured and reported with the following outcomes: reduced time law enforcement spends with individuals needing mental health services; and reduced number of encounters between law enforcement and individuals in mental health crisis that result in arrests and jail time.
- J. Assign a DBH Program Manager to be responsible for reporting MHSA goal outcome measures to MHSA Coordinator, as appropriate.
- K. Obtain a HIPAA compliant release of information for each client prior to any discussions with OPD regarding any client protected health information, including, but not limited to, diagnosis, treatment, or outcomes.

## **VI. MUTUAL RESPONSIBILITIES**

- A. It is required that both the Officer and the DBH staff have approval from the Watch Commander and DBH Supervisor for any ride-along.
- B. DBH staff will coordinate with all OPD law enforcement staff for the purpose of providing crisis intervention services.
- C. Both County and City must comply with relevant regulations for any release of information. OPD and DBH 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; and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- D. OPD 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 OPD and DBH mutual chain of command, as deemed necessary.
- E. OPD and DBH agree to develop and implement procedures and forms necessary to administer and document each program referral, participation, compliance and effectiveness.
- F. OPD and DBH agree to develop internal procedures for resolving grievances including the specific steps a client must follow, and the time limits for resolution.
- G. OPD and DBH agree to work together to develop a tracking system of calls that DBH staff respond to for the purpose of productivity measures and staff accountability.
- H. Indemnification and Insurance Requirements between the governing entities of OPD and DBH, which are the City and the County are as follows:
  - 1. The City agrees to defend, indemnify and hold harmless the County, it's officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability to the extent arising out of City's breach of this agreement/contract or City's negligent or wrongful acts or omissions in connection with its performance under this agreement.
  - 2. The County agrees to defend, indemnify and hold harmless the City, it's officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability to the extent arising out of County's breach of this agreement/contract or County's

negligent or wrongful acts or omissions in connection with its performance under this agreement.

3. The County and the City are authorized self-insured public entities for purposes of General Liability, Automobile Liability, Workers' Compensation, and Professional Liability coverage and warrants 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.

I. Privacy and Security

1. OPD 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 OPD 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 e-PH, both 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 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, OPD agrees to report to DBH no later than one (1) business day upon the discovery of a potential breach. OPD shall cooperate and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.

- J. OPD and DBH will ensure any DBH protected information stored at an assigned OPD office, for any period of time, will be locked and secured in adherence to IIHI and PHI privacy requirements.

- K. DBH and OPD 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 client. DBH and OPD 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 required by law. This provision will remain in force even after the termination of the MOU.

- L. OPD and DBH agree they will collaborate in providing In-Service Training to OPD staff on the Authorization for Release of Protected Health Information Form and services offered under this MOU.

**VII. RIGHT TO MONITOR AND AUDIT**



- A. Agency will collaborate with DBH in the implementation, monitoring and evaluation of this MOU and share information as needed.
- B. Agency 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 OPD.
- C. Agency shall comply with all applicable local, State and Federal regulations regarding local, State and Federal Performance Outcomes measurements requirements and participate in the outcomes measurement process, as required by the State and/or DBH. For MHSA programs, Agency agrees to meet the goals and intention of the program as indicated in the related MHSA Component Plan and most recent up dates.
- D. Agency shall comply with all requests regarding local, State and Federal Performance Outcomes measurement requirements and participate in the outcomes measurement process as requested.

**VIII. TERM**

This Memorandum of Understanding (MOU) is effective as of July 1, 2022 to June 30, 2027 but may be terminated earlier in accordance with provisions of Section IX of this MOU.

**IX. 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 OPD Police Chief, or his/her appointed designee, has authority to terminate this MOU on behalf of City.

**X. GENERAL PROVISIONS**

- A. 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.
- B. 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.
- C. DBH staff vacancies or changes in staffing plan shall be submitted to the appropriate Agency's contact person within 2 business days 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.

**XI. CONCLUSION**

- A. This MOU, consisting of nine pages (9) is the full and complete document describing services to be rendered by OPD 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.

CITY OF ONTARIO  
Ontario Police Department

DocuSigned by:  
*Michael Lorenz*  
F559B5FE2E7547F...

Name: Michael Lorenz  
Title: Chief of Police  
Address: 2500 S. Archibald Ave.  
Ontario, CA 91761  
Date: 4/26/2022

SAN BERNARDINO COUNTY

▶ *Curt Hagman*  
Curt Hagman, Chairman, Board of Supervisors

Dated **MAY 24 2022**

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_



Description of Triage,  
Engagement and Support Teams (TEST) Services Available  
And Co-location Specific Considerations

**FOR**

**Ontario Police Department  
2500 S. Archibald Ave.  
Ontario, CA 91761**

Department of Behavioral Health (DBH) TEST Program has community base teams that respond throughout San Bernardino County for anyone having a mental health emergency and in need of crisis triage. The success of TEST has grown with Agency collaborations throughout San Bernardino County. DBH funds:

- **Triage, Engagement and Support Team (TEST)**  
**Program Manager II:** Vivian Bermudez (909) 421-9456  
**Number of Locations:** Approximately **28** community office spaces  
**Base Location:** Co-located within participating community agency  
**Specialty:** Mental Health Crisis triage for consumers referred by Agency.

TEST teams work with consumers experiencing a mental health crisis to develop and maintain a level of stability that reduces the need for emergency services and minimizes incarcerations and psychiatric hospitalizations, freeing law enforcement and medical facilities resources.

Agencies requesting to co-locate a TEST team participate collaboratively with DBH. The Agency provides no cost office space and refers local consumers that may need TEST's specialized services. The referred consumer receives expedited access to mental health crisis triage from TEST staff co-located in the Agency offices. Consumers are given the opportunity to de-escalate and focus on their present needs and learn how TEST can assist them by linking them to appropriate services resulting in better consumer outcomes.

Exhibit 1 is attached to the MOU as an overview of the TEST program, specifies considerations unique to the Agency, defines the specific services available through the TEST program, and shares the State mandated reporting requirement.

I. Overview of TEST Current Successes and Examples

- A. Since the inception of TEST in 2014, the purpose has been to improve consumer access to specialized behavioral health services during a mental health crisis and to minimize negative outcomes such as incarcerations and hospitalizations. In FY 2020/21, there were a total of 10,542 TEST encounters with co-located TEST staff in San Bernardino County.
- B. The following results can be highlighted:

- By DBH co-locating mental health crisis triage staff where consumers live and work the access to specialty mental health services for underserved consumers has increased.
- Consumers receiving crisis triage followed by immediate linkage to appropriate services has improved consumer outcomes.
- Decreased costs for law enforcement agencies and emergency room services as resources to assist consumers in crisis are diverted to TEST staff and more appropriate linked services.
- Increased number of consumers experiencing a mental health crisis diverted from the justice system, hospitals and/or psychiatric hospitalization.

C. TEST within the Agency:

TEST's Program Manager (PM) or designee will select the appropriate staff for the agency. The PM continually evaluates TEST locations on their successes for providing services/referrals/linkage for consumers in crisis. In the office space provided each TEST encounter will focus on individual consumer needs, and provide community base crisis triage combined with linkage to quality mental health services to improve consumer outcomes.

TEST Commitment to Agency	TEST Provides
To ensure 100% of Agency's referrals, consumers experiencing a mental health crisis are seen in a timely fashion, initiating improved consumer outcomes.	TEST staff provides immediate access to Specialty Mental Health Services for consumers <u>in a mental health crisis</u> .

D. Agency's Most Frequently Referred Consumers:

DBH shall screen consumers generated and referred by the Agency, shall develop policies and procedures regarding those persons who are eligible for services; and shall provide a linkage plan for all consumer interventions that aid in the maintenance of a stable level of functioning.

Most Frequent Referrals	TEST Specific Focus
Consumer in crisis, coming in contact with host Agency, having co-occurring mental health and substance use disorders	When TEST staff identifies consumers with co-occurring mental health and substance use disorders staff links/provides referrals to appropriate services

Consumers in crisis who may respond well to peer support and self-help groups	TEST staff arranges access to peer support and self-help groups
Consumers in crisis who are part of the 25% of statistical uninsured consumers	TEST serves uninsured consumers and links them with services/applying for or utilizing current insurance coverage
Consumers in crisis needing more than day one of crisis intervention/intensive case management. Usually needing an assisted period of stabilization with regular follow up such as several weeks of guidance and/or a more intensive level of assistance.	TEST will provide up to 59 days of case management services; TEST will provide linkage to all community resources and services accessible to DBH that could be beneficial to each unique consumer with a focus on long term stabilization, minimized use of emergency room services as well as reduced psychiatric hospital admissions.

## II. Participating Agency Considerations

### A. General Considerations

- Provide TEST staff access to data to track/report necessary information that measures reduced time law enforcement spends with individuals needing mental health services; reduced number of encounters between consumer and law enforcement; reduced number of crisis referrals that result in arrests and jail time; and reductions in crisis referred consumers that do not need emergency services and hospitalization. Work collaboratively with DBH, as necessary.

### B. Considerations Applicable to Law Enforcement

- At the Station Commander's discretion and with his/her approval, provide TEST 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 TEST staff for radio use with provided call signs.
- Provide TEST staff an unmarked safety vehicle to facilitate services, if available.

## III. Detailed Description of Available Services TEST Staff May Provide

- ### A.
- The behavioral health service provided comes at no cost to the Agency and is provided by the TEST 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. TEST staff is called to 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, TEST will immediately respond starting with triage to engage and support the consumer in crisis. TEST 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 TEST staff:

1. Crisis Intervention - 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 service 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 - 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 - 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 - 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 TEST 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. TEST Staff

All TEST 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.

- 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 (shall be licensed or waived by viable internship by the State), 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.

C. Welfare and Institutions Code (WIC) 5150 Adults/5585 Children - Involuntary Psychiatric Hold:

- Most TEST 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 needed hold.

D. Transporting WIC 5150 or 5585 holds to appropriate psychiatric facility:

- TEST 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.

- TEST staff can follow/meet law enforcement to/at the hospital and sit with the consumer that do not present as violent or a flight risk.

V. Data Reporting and Outcome Measures Requirements

- A. The assigned DBH Program Manager is responsible for reporting MHPA goals and outcome measures to the MHPA 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"> <li>• Increased use of alternative crisis interventions (e.g., CWIC, CCRT, CSU).</li> <li>• Increase in number of individuals diverted from hospitalization.</li> <li>• Increase access to and use of existing community resources (e.g., housing, mental health services, alcohol and drug services, medical treatment, education services, etc.)</li> </ul>

- 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. TEST staff, in collaboration with host Agency, shall collect data in a timely manner and submit it to the DBH MHPA coordinator.

VI. DBH Considerations and Special Provisions

- A. Program Manager shall monitor TEST staff and provide oversight on a regular basis in regard to compliance with all of the above requirements.
- B. It is further expected that the consumer population will be reflective of the social, economic and ethnic characteristics of the communities served by the Agency.