

MEMORANDUM OF UNDERSTANDING

Between

Department of Behavioral Health

And

Kaiser Foundation Hospital-Fontana

For Dedicated Office Space

January 1, 2024

WHEREAS, the San Bernardino County (County), Department of Behavioral Health hereinafter referred to as DBH, and Kaiser Foundation Hospital-Fontana hereinafter referred to as Kaiser, Collaborating Agency or Agency; and

WHEREAS, DBH desires to expand consumer rapid access to mental health crisis care through community Triage, Engagement and Support Teams (TEST) program. 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, Kaiser is willing and able to provide adequate, non-financial, dedicated office space located in Kaiser, specifically for DBH services provided by co-located TEST staff; and

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

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I. PURPOSE

This Memorandum of Understanding (MOU) serves to identify areas of agreement and responsibility between Kaiser Foundation Hospital-Fontana (Kaiser) and the Department of Behavioral Health (DBH), regarding the use of dedicated office space within Kaiser 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 Kaiser location here:

Kaiser Foundation Hospital-Fontana
9961 Sierra Ave
Fontana, CA 92335
909-427-6708

The partnership between DBH and Kaiser is a joint effort to bring responsive access to mental health crisis services to the Fontana and surrounding community, at no charge, for a consumer in need. In exchange for Kaiser'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 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.

The terms agency, contractor, vendor will refer to Kaiser.

- 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. **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.
- C. **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.
- D. **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.

- 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, 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.

III. COLLABORATING AGENCY 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. Provide a designated area for consultation of consumers as required.
- C. Provide a parking space for a County or DBH staff vehicle.
- D. Provide access to a desk phone, fax machine and photocopier.
- E. Provide DBH staff access to staff restrooms and breakroom.
- F. Maintain and relay safety/security procedures related to DBH staff assigned to Agency.
- G. Assign building passes and office keys as needed to TEST staff, and/or DBH employees regularly assigned to Agency.

IV. AGENCY GENERAL RESPONSIBILITIES

- A. Agency will not assign this MOU, either in whole or in part, without the prior written consent of DBH.

- B. Agency 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. Agency is aware that DBH is required by regulation to guard Personally Identifiable Information (PII) and Protected Health Information (PHI) from unauthorized use or disclosure such as names and other identifying information concerning persons receiving services pursuant to this MOU.
- D. Information obtained by DBH for participants is PHI and any DBH documents stored at Kaiser are highly sensitive and confidential; therefore, Kaiser shall provide DBH with secure document storage and use the same physical safeguards related to such document storage that Kaiser uses to safeguard its own lawfully protected information.
- E. Should Kaiser find the need to obtain PHI about a consumer, Kaiser 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 Kaiser, with specified time frames including expiration date. This provision will remain in force even after the termination of the MOU.
- F. Kaiser acknowledges DBH must track/report specified data required by Mental Health Services Act (MHSA) 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 TEST involvement, and to facilitate assessments of individuals experiencing a mental health crisis that could result in inpatient hospitalization. Kaiser further acknowledges that these tracking/reporting requirements may change per the County and/or the State.

V. DBH GENERAL RESPONSIBILITIES

DBH will:

- A. In the least restrictive environment possible, provide crisis intervention designed to divert seriously mentally ill consumers from unnecessary psychiatric hospitalization. The primary usage of this office space is to:
 - 1. Provide crisis intervention services for high desert consumers in surrounding community.
 - 2. Provide intensive case management for high desert consumers participating in TEST.
 - 3. Be the central location for TEST staff to link a consumer to the appropriate public and/or private community resources for up to 59 days.
 - 4. Be an in-house asset to Kaiser and the City of Fontana in improving outcomes for consumers with behavioral health issues.
- B. Assign staff for a minimum of 40 hours a week to Kaiser. This may include any combination of the following: Social Worker II, Alcohol and Drug Counselor, Mental Health Specialist, and/or 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 and Kaiser).

- 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 TEST staff. ALL correspondence with TEST staff must be sent through the DBH email system. No other Agency email is to be allocated to the TEST staff. DBH staff shall adhere to the DBH Electronic Mail Policy.
- F. Provide administrative supervision to all DBH staff located or utilizing the Kaiser 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 Kaiser 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 TEST staff.
- I. Address the MHSA goals, measures, and report outcomes in collaboration with Kaiser by increasing access to mental health services, reducing criminal and juvenile justice involvement while also reducing frequency of emergency room visits and unnecessary psychiatric 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, implement administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of health information that is transmitted or maintained in any form or medium.
- L. Obtain HIPAA compliant Authorization for Release of PHI for each consumer prior to any discussions/sharing with Kaiser regarding any consumer's PHI, including, but not limited to, diagnosis, treatment, and/or outcomes in the performance of required services.

VI. MUTUAL RESPONSIBILITIES

- A. DBH TEST staff will coordinate with Kaiser staff for the purpose of providing crisis intervention services and intensive case management and linkage for referred consumers.
- B. Kaiser and DBH agree to develop a program unique to Kaiser needs and internal procedures for optimal utilization of TEST services and fulfillment of consumer needs as outlined in Exhibit I of this MOU.
- C. Both agencies must comply with relevant regulations for any release of information. Kaiser 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. Both 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 referred herein.

- D. Kaiser 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 Kaiser and DBH mutual chain of command, as deemed necessary.
- E. Kaiser and DBH agree to develop and implement procedures and forms necessary to administer and document each program referral, participation, compliance and effectiveness.
- F. Kaiser 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. Kaiser and DBH agree to comply with all applicable local, State, and Federal laws.
- H. Kaiser and DBH shall not charge each other for any of the items or services provided hereunder.

I. Privacy and Security

- 1. Kaiser and DBH shall adhere to any County applicable privacy-related policies pertaining to PHI. DBH has a specific responsibility to comply with all applicable State and Federal regulations pertaining to privacy and security of consumer PHI and strictly maintain the confidentiality of behavioral health records, and Kaiser 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 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, Disclosure, or Breach
Upon discovery of any unauthorized use, access or disclosure of PHI or any other security incident with regards to PHI or PII, Kaiser agrees to report to DBH no later than one (1) business day upon the discovery of a potential breach. Kaiser shall cooperate and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.
- J. Kaiser and DBH will ensure any DBH consumer PHI that is stored on Kaiser premises will be locked and secure in adherence to IIHI and PHI privacy requirements.
 - K. Kaiser 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 and Kaiser 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.

- L. Kaiser and DBH agree they will collaborate in providing in-service training to Kaiser staff on the services offered under this MOU and any relevant policies/procedures, including the Authorization to Release of Protected Health Information Policy and Procedure.

VII. INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

B. Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

C. Waiver of Subrogation Rights

Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

D. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

E. Severability of Interests

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

F. Proof of Coverage

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the contract is executed. Additional endorsements, as required, shall be provided prior to the commencement of performance of

services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time the Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

G. Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

H. Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

I. Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

J. Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

K. Insurance Specifications

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

1. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved, Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

2. Commercial/General Liability Insurance

Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal Injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

3. Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

4. Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

5. Cyber Liability Insurance

Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

L. Professional Services Requirements

1. Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate.

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) per occurrence and two million (\$2,000,000) aggregate.

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

2. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
3. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The “claims made” insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

VIII. 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 Kaiser.
- C. Kaiser and DBH agree to work together to develop a tracking system of calls that TEST staff respond to for the purpose of productivity measures and staff accountability.
- D. A review of productivity at the Agency location for TEST services shall be conducted after the end of each fiscal year.
- E. Agency 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. Agency and DBH will work jointly to monitor outcome measures. Agency and DBH shall comply with all 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 updates.

IX. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

Contractor has disclosed to the County using Attachment I - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

X. TERM

This Memorandum of Understanding (MOU) is effective as of January 1, 2024 to December 31, 2028 and may be terminated earlier in accordance with provisions of the Early Termination Section of this MOU.

XI. 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.

Director of Behavioral Health, or his/her appointed designee, has authority to terminate this MOU on behalf of Kaiser.

XII. GENERAL PROVISIONS

- A. DBH staff vacancies or changes in staffing plan shall be submitted to the appropriate Agency's 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.

XIII. CONCLUSION

- A. This MOU, consisting of fourteen pages (14), Exhibit I and Attachment I, is the full and complete document describing services to be rendered by Kaiser 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.

Kaiser Foundation Hospital-Fontana
Prime Healthcare

Name: Georgina Garcia
Title: Senior Vice President
Address: 9961 Sierra Ave.
Fontana, CA 92335

Date: _____

SAN BERNARDINO COUNTY

► _____
Dawn Rowe, Chair, Board of Supervisors

Dated _____
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
of San Bernardino County

By _____
Deputy

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

FOR

**Kaiser Foundation Hospital - Fontana
17046 Marigold Ave.
Fontana, CA 92335**

Department of Behavioral Health (DBH) has community agency based behavioral health crisis teams that respond throughout San Bernardino County for consumers having a mental health emergency and is in need of crisis triage. The success of the Triage, Engagement, and Support Teams (TEST) program 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 31 community office spaces

Base Location: Co-located within participating community agency

Specialty: Crisis triage for consumers referred by Agency.

TEST teams work with agency referred 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 hospitalizations, freeing law enforcement and medical facilities' resources.

Agencies requesting to 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 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 I 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 was 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 2022/23, there were a total of 11,077 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 appropriate linked services.
- Increased number of consumers experiencing a mental health crisis diverted from the justice system, hospitals and/or hospitalization.

C. TEST within your agency:

TEST's Program Manager (PM) or designee will select the appropriate staff for your facility. 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 based 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. Most Agencies 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 and applying for or utilizing current insurance coverage
Consumers in crisis needing more than day one of crisis intervention. Usually needing an assisted period of stabilization with regular follow up such as several weeks of guidance and/or 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

General Considerations

Provide TEST staff access to data to track/report necessary information that measures reduced time emergency services 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.

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. 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 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 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 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 TEST staff for up to 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. Clinical staff providing TEST 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/or 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.

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

- TEST staff does not write WIC 5150/5585 holds within Kaiser's Hospital or Emergency Room. All Involuntary Holds are the responsibility of Kaiser's staff. TEST staff can assist Kaiser by providing support to staff writing the holds.

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

- Transportation of individuals who are placed on WIC 5150 or 5585 holds is the responsibility of Kaiser/law enforcement.

V. Data Reporting and Outcome Measures Requirements

- A. The assigned DBH Program Manager is responsible for reporting MHSA goals and outcome measures to the MHSA 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 interventions (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. TEST staff, in collaboration with host Agency, shall collect data in a timely manner and submit it to the DBH MHSA coordinator.

VI. DBH Considerations and Special Provisions

- A. Program Manager shall monitor TEST staff and provide oversight on a regular basis regarding 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.



ATTACHMENT I

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the County's decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: _____

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes If yes, skip Question Nos. 3-4 and go to Question No. 5
No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): _____

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10 and sign and date this form.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors while award of this Contract is being considered and for 12 months after a final decision by the County.