

MEMORANDUM OF UNDERSTANDING

Between

San Bernardino County Department of Behavioral Health

And

City of Montclair Police Department

For

Dedicated Office Space

November 16, 2021

WHEREAS, the San Bernardino County (County), Department of Behavioral Health hereinafter referred to as DBH, and City of Montclair Police Department hereinafter referred to as MPD, 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). 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, MPD is willing and able to provide adequate, non-financial, dedicated office space located in MPD, specifically for DBH services provided by co-located TEST staff, to assist/link consumers; and

NOW THEREFORE, DBH and MPD 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.....	9
IX.	EARLY TERMINATION.....	9
X.	GENERAL PROVISIONS.....	9
XI.	CONCLUSION	10

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

I. PURPOSE

This Memorandum of Understanding (MOU) serves to identify areas of agreement and responsibility between Montclair Police Department (MPD) and the Department of Behavioral Health (DBH), regarding the use of dedicated office space within MPD 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 MPD location here:

Montclair Police Department

4870 Arrow Highway
Montclair, CA 91763
(909) 448-3600

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

- 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 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 MPD are highly sensitive and confidential; therefore, MPD shall provide DBH with secure document storage and use the same physical safeguards related to such document storage that MPD uses to safeguard its own lawfully protected information.
- E. Should MPD find the need to obtain PHI about a consumer, MPD 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 MPD, with specified time frames including expiration date. This provision will remain in force even after the termination of the MOU.
- F. MPD 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. MPD 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 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 participating in TEST.
 - 3. Be the central location for TEST staff to link consumers to the appropriate public and/or private community resources for up to 59 days.
 - 4. Be an in-house asset to MPD and the City of Montclair in improving outcomes for consumers with behavioral health issues.
- B. Assign staff for a minimum of 40 hours a week to MPD. 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 and MPD).
- 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 MPD 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 MPD 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, measure and report outcomes in collaboration with MPD 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 MPD and in the performance of required services.

VI. MUTUAL RESPONSIBILITIES

- A. DBH TEST staff will coordinate with MPD staff for the purpose of providing crisis intervention services and intensive case management and linkage for referred consumers.
- B. MPD and DBH agree to develop a program unique to MPD 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. MPD 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. MPD 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 MPD and DBH mutual chain of command, as deemed necessary.
- E. MPD and DBH agree to develop and implement procedures and forms necessary to administer and document each program referral, participation, compliance and effectiveness.

- F. MPD 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. MPD and DBH agree to comply with all applicable local, State, and Federal laws.
- H. MPD 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 MPD and DBH, which are the City of Montclair (City) and San Bernardino County (County) are as follows:
 - 1. The City agrees to defend, indemnify and hold harmless the County, it's 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 MPD'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, it's 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 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.
- J. Privacy and Security
 - 1. MPD 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 MPD 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, MPD agrees to report to DBH no later than one (1) business day upon the discovery of a potential breach. MPD shall cooperate and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.

K. MPD and DBH will ensure any DBH client PHI that is stored on MPD premises will be locked and secure in adherence to IIHI and PHI privacy requirements.

L. MPD 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 MPD 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. MPD and DBH agree they will collaborate in providing in-service training to MPD 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. 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 MPD.

C. MPD 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 outcome 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.

VIII. TERM

This Memorandum of Understanding (MOU) is effective date of execution through June 30, 2026 and 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 MPD's Chief of Police, or his/her appointed designee, has authority to terminate this MOU on behalf of MPD.

X. 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.

XI. CONCLUSION

- A. This MOU, consisting of ten pages (10) is the full and complete document describing services to be rendered by MPD 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 Montclair
Montclair Police Department

Name: Robert Avels
Title: Police Chief
Address: 4870 Arrow Highway
Montclair, CA 91763

Date: _____

Name: Javier John Dutrey
Title: Mayor

Date: _____

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, Board of Supervisors

Dated _____
Clerk

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

Name: Andrea Myrick
Title: City

Date: _____

By _____

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

FOR

**Montclair Police Department
4870 Arrow Highway
Montclair, CA 91763**

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 is 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 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 2019/20, there were a total of 6,056 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 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 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. Agencies 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, if available, to facilitate services.

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 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 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:
- 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 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 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.