# MEMORANDUM OF UNDERSTANDING

Between

County of Monterey,
On behalf of the DEPARTMENT OF HEALTH
BEHAVIORAL HEALTH BUREAU

and

THE CITY OF SALINAS

for

"Mobile Crisis Services Pilot"

December 31, 2023 – January 1, 2025

# **Memorandum of Understanding**

### I. DECLARATION

This MOU is entered into by and between the COUNTY OF MONTEREY, on behalf of the DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH BUREAU, (hereinafter referred to as COUNTY), and the CITY OF SALINAS, (hereinafter referred to as CITY) for the purpose of collaborating on the Mobile Crisis Services Pilot in the City of Salinas.

### II. BACKGROUND

The purpose of the Mobile Crisis Services Pilot with the City of Salinas is for the CITY to provide financing to the COUNTY for the provision of Mobile Crisis Services, as described below in this section:

The Mobile Crisis Field Response Team will provide in-person risk and safety assessments and crisis intervention; collaborate with existing treatment team members; provide linkage for those individuals in need of further behavioral health services, coordinate with emergency response, and provide follow-up services in the City of Salinas. The Mobile Crisis Field Response Team shall consist of a two-person team (as outlined in June 19, 2023 Department of Health Care Services (DHCS) Behavioral Health Information Notice (BHIN) 23-025) scheduled for 40 hours per week. COUNTY shall monitor and manage these services provided by a third-party provider (Sierra Mental Wellness Group) as outlined in Exhibit B in detail.

Mobile crisis field personnel will respond to acute situations as requested by first responders (fire/police) through established emergency communications procedures, and/or as part of non-emergency referral-based services as contracted by COUNTY. When requested to respond to acute situations, mobile crisis personnel will respond out and stage at a location nearby until the scene is deemed secure by first responders.

Work schedule to be determined in coordination with COUNTY and CITY and may be subject to change based on community needs.

# **III.TERM**

This agreement shall commence effective <u>December 31, 2023</u>, and remain in full force and effective through <u>January 1, 2025</u>, or unless sooner terminated as provided herein. Either party may terminate this agreement by giving thirty (30)

days written notice to the other party. This agreement may be renewed, amendment, or renegotiated upon mutual written consent of all parties.

### IV. PRINCIPLES OF AGREEMENT

- a. CITY agrees to:
  - i.Pay for the Mobile Crisis Services City of Salinas Pilot in an amount of \$390,000 as described below in subsection (b)(i).
- b. COUNTY agrees to:
  - i.Generate a monthly invoice for expenditures incurred from the Mobile Crisis Services City of Salinas Pilot, in an amount not to exceed \$390,000 in aggregate, in accordance with the payment schedule outlined in the table below:

Fiscal Year (FY)	Mo	onthly Invoice Amount	Total by FY		
2023-2024 (12/31/2023 - 6/30/2024)	\$	32,500	\$	195,000	
2024-2025 (07/01/2024 - 01/01/2025)	\$	32,500	\$	195,000	
	Total Ma	aximum Liability	\$	390,000	

- 1. Submit monthly invoice to:
  - a. Department of Finance, City of Salinas 200 Lincoln Ave. Salinas, CA 93901
- 2. Monitor the Mobile Crisis Services Pilot to assure effective execution of the program.

# V. MEETINGS/COMMUNICATION

COUNTY shall facilitate bi-monthly (every other month beginning January 2024) programmatic update meetings with CITY and contract VENDORS.

# VI. REPORTING REQUIREMENTS / DATA SHARING

County agrees to prepare monthly operational reports for CITY that include non-contact specific statistical service utilization data such as, but not limited to; call origin, frequency, type, geographic data, dispatch and response times, as well as general outcomes for continuing quality monitoring and improvement of the program. This report shall include VENDOR and/or 3<sup>rd</sup> party related statistical data as well as budgetary, revenue and collections data.

# VII. INSURANCE

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

# VIII. MUTUAL INDEMNIFICATION

- a. CITY shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from any claim, liability, loss, injury, or damage rising out of, or in connection with, performance of this MOU by CITY and/or its agents, members, employees, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by COUNTY. It is the intent of the Parties to this MOU to provide the broadest possible indemnification for COUNTY. CITY shall reimburse COUNTY for all costs, attorneys' fees, expenses, and liabilities incurred by COUNTY with respect to any litigation in which CITY is obligated to indemnify, defend, and hold harmless COUNTY under this MOU.
- b. COUNTY shall indemnify, defend, and hold harmless CITY, its officers, agents and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this MOU by COUNTY and/or its agents, members, employees, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by CITY. It is the intent of the Parties to this MOU to provide the broadest possible coverage for CITY. COUNTY shall reimburse CITY for all costs, attorneys' fees, expenses, and liabilities incurred by CITY with respect to any litigation in which COUNTY is obligated to indemnify, defend, and hold harmless CITY under this MOU.

### IX.NOTICE

**a.** Notice to the parties in connection with this agreement shall be given personally, or by regular mail, addressed as follows:

#### CITY OF SALINAS

### **COUNTY OF MONTEREY**

Samuel Klemek Elsa M. Jimenez

Fire Chief

200 Lincoln Avenue

Salinas, CA 93901

(831)758-7470

Samk@ci.salinas.ca.us

Director of Health Services
1270 Natividad Road
Salinas, CA 93906

(831)755-4526

jimenezem@co.monterey.ca.us

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year written below:

COUNTY OF MONTEREY	CITY OF SALINAS
Signature:	Signature:
By: Elsa M. Jimenez, Director of Health Services	By: Jim Pia, Interim City Manager
Date:	Date:
Approved as to Legal Form	Approved as to Legal Form
Signature:	Signature:
By:	By: Christopher Callihan, City Attorney
Date:	Date:
Approved as to Fiscal Provisions	
Signature:	
By:	
Date:	

# **EXHIBIT A: INVOICE FORM**

						Invoice Nur	nber:					
Contractor :	County of Mo	onterey De	epartment of	f Health, I	Behavioral He	eal						
Address Line 1	1270 Nativida	nd Road				PO	No.:					
Address Line 2	Salinas, CA 9	3906										
						Invoice Per	riod:					
Tel. No.:												
Fax No.:												
Contract Term: December 31, 2023 - January 1, 2025 Final Invoice:					(Check if Yes)							
		Service [	Description					Total Annual Contract Amount (FY 2023-24)	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Mobile Crisis Services Pilot	Cash Flow Advance Amount \$32,500 per month						390,000.00			390,000.00	100%	
TOTALS								390,000.00			390,000.00	
I certify that the information provided abov in accordance with the contract approved claims are maintained in our office at the	for services provide	ed under the p										
Signature:					_			Date:				
								Telephone:				
					_							
Send to: Department of Finance City of Salinas						City of Salinas A	uthoriza	tion for Paymen	t			
200 Lincoln Ave. Salinas, CA 93	901					Authorized Signa	atory				Date	

# **EXHIBIT B: SCOPE OF WORK**

# MOBILE CRISIS IN-PERSON RESPONSE CITY OF SALINAS PILOT

# I. PROGRAM NARRATIVE

1. Sierra Mental Wellness Group (SMWG) Mobile Crisis Field Response Team (MCFRT) provides face-to-face field-based behavioral health crisis response, triage, and stabilization to individuals and families who are experiencing an acute behavioral health crisis. The Mobile Crisis Field Response Team will provide in-person risk and safety assessments and crisis intervention; collaborate with existing treatment team members; provide linkage for those individuals in need of further behavioral health services, coordinate with emergency response (40 hours per week, work schedule to be determined by COUNTY and may be subject to change based on community needs); and provide follow up services in the City of Salinas. The clinical threshold for crisis may include aggressive behaviors; suicide attempts/ideation; drug and alcohol overdose or abuse; disruptive symptoms related to thought, mood, and anxiety disorders; escalating behavior(s) and, without immediate intervention, the individual is likely to require a higher intensity of services. It may also present as an overt change in functioning or be prompted by traumatic life events.

The Substance Abuse and Mental Health Services Administration (SAMHSA) identifies mobile crisis services as a critical component of an effective behavioral health crisis continuum of care. The purpose of the Mobile Crisis Field Response is to provide a rapid face-to-face response to persons who are experiencing a behavioral health crisis and execute a brief crisis assessment to evaluate the persons status with the goal of mitigating any immediate risk of danger to self or others, determining a short-term strategy for restoring stability, and identifying appropriate follow-up care. Such services are to be provided at the physical location where the person is currently located or at an alternate mutually agreed upon safe and secure location in the community.

The Mobile Crisis Field Response Team is a required service by the Department of Healthcare Services (DHCS) to be available for Medi-Cal eligible beneficiaries by December 31, 2023, with an implementation plan submission deadline of October 31, 2023. Behavioral Health Information Notice (BHIN 23-025) outlines the minimum program requirements. This Program works hand in hand with Program 1: 24/7 Mobile Crisis Dispatch, outlined above.

# II. PROGRAM GOALS AND OBJECTIVES PROGRAM GOALS AND OBJECTIVES

### 1. PROGRAM GOALS

- Improve community wellness in the City of Salinas with immediate high-quality face-to face response to behavioral health crises and psychiatric emergencies countywide through collaboration with the Mobile Crisis Dispatch Center outlined in Program 1 that works to divert psychiatric crises before major impacts on the safety and stability of individuals and families occur.
- 2. Reduce the volume and frequency of other more restrictive and less appropriate services, including inpatient hospitalization or law enforcement involvement.

# 2. PROGRAM OBJECTIVES

- 1. CONTRACTOR will add sufficient staff to provide one (1) twoperson team of qualified mobile crisis responders (as defined in BHIN 23-025) to be based out of Salinas to provide City-wide mobile crisis field response and crisis intervention services in Salinas 40 hours per week. Work schedule to be determined by COUNTY and may be subject to change based on community needs.
- 2. Crisis Responders shall provide face-to-face mental health services to a person experiencing a psychiatric emergency or exhibiting acute psychiatric symptoms. Collateral contact may also be provided to the person who is receiving the face-to-face and/or telephone mental health services from the Mobile Crisis Response Team. The Mobile Crisis Field Responders shall provide services as necessary to resolve the individual's crisis and engage the individual in appropriate voluntary services to reduce the need for involuntary hospitalization.
- 3. Crisis Responders shall conduct WIC 5150/5585 evaluations and assessments for persons identified as danger to self, danger to others, or gravely disabled due to mental illness. If a person does not meet criteria for a WIC 5150/5585, Crisis Responders shall engage in safety planning and work to stabilize the situation in the community and ensure that an appropriate safety plan is implemented and follow up in person or by telephone the within 72 hours Crisis Responders shall provide referrals and linkages to other providers, including social services, and facilitate an expedited referral when there is a treatment need to do so to avoid hospitalization.
- 4. Crisis intervention services shall be defined as an immediate therapeutic response by phone and/or face-to-face and/or telehealth

contact. This response shall encompass multiple functions including direct service provision of counseling and/or mental status evaluation, risk / safety assessment, providing information regarding behavioral health services and related issues; referral to alternate resources; and consultation with referring agencies and/or family and significant others of the person in crisis whenever possible.

- a. Crisis Intervention: Therapeutic interventions are provided to engage the adult, child, or youth in safety and risk assessment. MCFRT staff will complete a Crisis Assessment Tool and short-term safety plan with the client. If further emergency psychiatric treatment is needed, the MCFRT will work with the caregivers to develop a plan for immediate referral to emergency psychiatric services in the community. The MCFRT will work closely with family, law enforcement, paramedics, and/or psychiatric emergency staff when necessary to assist with the referral process for a smooth transition to acute psychiatric care. In the event of an acute mental health crisis, the MCFRT may assess clients for a WIC 5150/5585 hold.
- b. **Case Management**: The MCFRT may make a referral to a community provider and/or work with existing treatment team members to ensure linkage to needed services.
- c. **Assessment**: An Assessment may be provided to the client during follow up services to assist them in further understanding the feelings, behaviors and triggers linked to the crisis. The intent of this service is to have a MCFRT staff contact the client's support systems (social workers, therapist, teacher, psychiatrist, etc.) to work together on the best ways to improve or maintain their mental health status. Services may be provided during a crisis.
- d. **Mental Health Rehabilitation**: A service activity that includes, but is not limited to, assistance improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming, and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
- e. **Collateral**: A service activity involving a significant support person in the client's life for the purpose of addressing the mental health needs of the client in terms of achieving goals of the client's client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the client; consultation and

training of the significant support person(s) to assist in better understanding of mental illness; and family counseling with the significant support person(s) in achieving the goals of the client plan. The client may or may not be present for this service activity.

- 5. The Mobile Crisis Field Responder shall coordinate care planning efforts with COUNTY for existing Monterey County Behavioral Health clients to provide the least restrictive interventions needed for each situation and ensure the client receives comprehensive and consistent care and the necessary services to maintain stabilization.
- 6. The Mobile Crisis Field Responder shall conduct follow up services that may include necessary safety planning and education to individuals and family; assessment, case management for linkage to appropriate services; and supports, and community resources for clients and families in need of further mental health services in the field to aide in prevention of a future crisis and address unnecessary emergency department visits and inpatient hospitalizations.
- CONTRACTOR to work alongside and in close partnership with County Behavioral Health staff, local 988 and Community Crisis Line provider to augment County staffing and existing County mobile crisis services.
- 8. At least one Mobile Crisis Field Responder in a Team of Two (2) shall be carrying, trained, and able to administer naloxone as clinically necessary.
- 9. Crisis Responders shall provide services and respond to Behavioral Health clinics and programs, contracted provider clinics and programs, community board and care facilities, homeless shelters, law enforcement, schools, and anywhere in the community in all regions of the Salinas (including remote areas).
- 10. The Mobile Crisis Field Responder shall provide strength-based, individualized services that consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
- 11. The Mobile Crisis Field Responder shall provide culturally and linguistically appropriate services for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).

- 12. The Mobile Crisis Field Responder shall open and close episodes in the Avatar Electronic Health Record, and document admission, CSI, diagnosis, discharges, and mobile response call log data. Responder shall document all notes and services in the Avatar Electronic Health Record following documentation guidelines.
- 13. Crisis Responders shall complete and enter information into the County's Electronic Health Record, Avatar, as required in accordance with the County's Documentation Guidelines and timeliness standards. It is best practice to document crisis services prior to the end of the shift and complete all related documentation within 24 hours of the services provided.
- 14. The Mobile Crisis Field Responder shall complete and document services and discharge clients within 5 days. Any exceptions shall be made in coordination with the clinical supervisor and clinical justification documented.
- 15. COUNTY vehicles to be used to provide services through a lease agreement with CONTRACTOR outlined in Program 2 Section IV.

### III. FIELD CRISIS RESPONSE PROCEDURES

- 1. If a community face-to-face intervention is required, mobile crisis responders shall arrive at the community-based location where a crisis occurs in a timely manner. Specifically, mobile crisis teams shall arrive:
  - 1. Within 60 minutes of the client being determined to require mobile crisis services in urban areas; and
  - 2. Within 120 minutes of the client being determined to require mobile crisis services in rural areas.
- 2. Crisis Responders shall call/coordinate with the mobile crisis dispatch center, seek patient information as applicable, and inform of any known additional support needs or recommendations. Crisis Responders shall also report the call disposition of the client being evaluated as soon as it is determined.
- 3. Mobile Crisis Services Encounter shall include, at minimum:
  - 1. Initial face-to-face crisis assessment;
  - 2. Mobile crisis response;
  - 3. Crisis planning, as appropriate, or documentation in the client's progress note of the rationale for not engaging the client in crisis planning; and
  - 4. A follow-up check-in within 72 hours (or DHCS requirements), or documentation in the client's progress note that the client could not be contacted for follow-up despite reasonably diligent efforts by the mobile crisis team.

- 5. When appropriate, each mobile crisis services encounter shall also include:
  - a. Referrals to ongoing services; and/or
  - b. Facilitation of a warm handoff.
- 4. Mobile crisis teams shall be prepared and staffed at all times to deliver all mobile crisis service components, even though there may be some circumstances in which it is not necessary or appropriate to provide all components (e.g., if the mobile crisis team can de-escalate a situation onsite, it may not be necessary to facilitate a warm handoff to a higher level of care).
- 5. Mobile Crisis Services shall not be provided in the following settings due to restrictions and/or because these facilities and settings are already required to provide other crisis services:
  - 1. Inpatient Hospital;
  - 2. Inpatient Psychiatric Hospital;
  - 3. Emergency Department;
  - 4. Mental Health Rehabilitation Center;
  - 5. Intermediate Care Facility;
  - 6. Settings subject to the inmate exclusion such as jails, prisons and juvenile detention facilities;
  - 7. Other crisis stabilization and receiving facilities (e.g., crisis respite, crisis stabilization units, psychiatric health facilities, psychiatric inpatient hospitals, etc.).
- 6. Crisis Responders shall complete and enter information into the County's Electronic Health Record, Avatar, as required in accordance with the County's Documentation Guidelines and timeliness standards. It is best practice to document crisis services prior to the end of the shift and complete all related documentation within 24 hours of the services provided.
- 7. Consistent with documentation requirements in BHIN 22-019 mobile crisis teams must document problems identified during the encounter on the client's problem list within their medical record. Mobile crisis teams must also create a progress note that describe all service components delivered to the client. Progress notes should be completed within 24 hours of providing mobile crisis services.
- 8. Crisis Responders shall provide in person follow-up or phone call as soon as possible but in all cases within 72 hours of crisis call for all calls not resulting in a WIC section 5150 hold or subsequent placement in an acute setting. Progress notes for all follow-up interventions and plans shall be documented according to Behavioral Health Documentation Guidelines and in keeping with timeliness standards.
  - 1. For every Mobile Crisis field response contact who is an open county BH client, the designated crisis responder or designee shall, within twenty-four (24) hours, email the care coordinator, copying the program supervisor for the applicable program/region. Anyone with an open assignment, and anyone responsible for

coordinating the individual's behavioral health treatment, shall be informed on when the individual was evaluated and the nature of the risk.

- 9. If a mobile crisis team receives information that a client is receiving services from a care manager, it shall alert the client's care manager(s) of the behavioral health crisis, as applicable, and coordinate referrals and follow-up consistent with privacy and confidentiality requirements. Mobile crisis teams shall ensure that they have the client's consent for these disclosures in cases where consent is required by applicable law.
- 10. Crisis Responders shall complete, the mobile crisis call log in Avatar detailing crisis calls, including, but not limited to date/time information, responses, and outcomes. It is best practice to complete the mobile crisis call log the same day as the call for service, and within 24 hours of the services provided in keeping with agency timeliness standards for crisis documentation as outlined by DHCS in BHIN 22-019.

# IV. TREATMENT SERVICES

1. **MODE OF SERVICE**: Outpatient

# 2. **OFFICE SITES**

CONTRACTOR will be co-located with BH staff at the Community Crisis Services office located at:

1441 Constitution Blvd Building 400, Suite 200 Salinas, CA 93906

# 3. HOURS OF OPERATION

- 1. At least one (1) two-person team of qualified mobile crisis responders (as defined in BHIN 23-025) will be based out of Salinas to provide City-wide mobile crisis field response and crisis intervention services in Salinas 40 hours per week. Work schedule to be determined by COUNTY and may be subject to change based on community needs.
- 2. The MCFRT shall also provide linkage to the COUNTY for individuals who are not existing clients and meet the target population and criteria for Specialty Mental Health Services (SMHS) or make referrals to appropriate alternative services if a client does not meet Medical Necessity for SMHS.

# 4. REPORTING REQUIREMENTS

- 1. CONTRACTOR shall comply with all provisions of the CCMU Grant Program and DHCS requirements in the delivery of Mobile Crisis program services.
- 2. Contractor and County Staff will partner to be able to gather needed data and report out completely on data points as required by DHCS for provision of Medi-Cal

Mobile Crisis Services Benefit and Crisis Care Mobile Units (CCMU) grant reporting by using information and data available through Avatar as well as other available dispatch software and specialized dashboards. Required data to include but not limited to:

- a. Client demographics (age, race, ethnicity, sexual orientation, gender identity, etc.)
- b. Crisis location
- c. Response times
- d. Disposition of encounter
- e. Professional titles of each member participating in the mobile crisis response
- f. Use of telehealth
- g. If transportation was needed, and is so, what type was provided
- h. Law enforcement involvement
- i. Information about follow-up check-ins

# 5. MEETINGS/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meetings with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract and program implementation; evaluate contract usage and effectiveness; and make recommendations for contract modifications.

# V. DESIGNATED CONTRACT MONITOR

Melanie Rhodes, LMFT, LPCC, CCISM Deputy Director Behavioral Health Monterey County Health Department Behavioral Health Bureau 1270 Natividad Rd. Salinas, CA 93906 (831) 796-1742