

CRISIS CARE MOBILE UNITS PROGRAM



Webinar: MOU Planning Guide Walkthrough

June 13, 2024

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BEHAVIORAL HEALTH Justice Intervention Services

Memoranda of Understanding: Planning Guide

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Agenda

MOU Planning Guide Walkthrough Sample MOUs Questions & Discussion





MOU Planning Guide Walkthrough

A Memorandum of Understanding (MOU) is a document that two or more collaborating parties use to codify the details of their alliance. An MOU is a formal document that is signed by all parties. In general, an MOU must identify the signing parties, explain the purposes and/or objectives of the alliance, and summarize the terms of the alliance. An MOU generally contains disclaimer language that specifies when and how signing parties may dissolve the agreement. It may also create specific outcomes, measurements, and expected benefits for the mutually served population.



An MOU summarizes the common goals between partners and gives authority and responsibility to both partners; this minimizes potential problems in the future. It helps create ongoing pathways to mental health services that are sustainable and can weather staffing transitions at both organizations. An MOU clarifies how decisions will be made and by whom, how conflict will be resolved, and how the scope of the partnership can be changed. The data sharing agreements that are part of a standard MOU ensure that both parties adhere to HIPPA and **FERPA** privacy laws.



A good MOU is a map that helps both parties navigate the process of collaboration. To best meet local community mental health needs, mobile crisis response teams can establish MOUs with other local organizations, such as community health centers, hospital associations, and local law enforcement. Because an MOU clearly defines roles, they can be used to meet staffing needs, provide appropriate referrals, and define responsibilities so that each agency has a clear understanding of the scope of work and any identified limitations.



Collaborative endeavors are often led by champions who are committed to a particular cause. The person who initially negotiates on behalf of the county mobile crisis teams should be invested in crisis care and familiar with existing opportunities and challenges for crisis providers. Begin investigating providers by connecting with your local <u>211</u> who can link you to other county and community agencies including <u>211's Mental Health</u> <u>Resources</u> and visit <u>DMHC Resource List (ca.gov)</u> for another list of behavioral health resources.



Knowing which services are needed in your county will determine your choice of partners, and your MOU can specify which services will be delivered and or supported through the partnership. You may already have a specific service in mind, or you can explore the options with county departments and agencies in your community. The table below contains a range of specialized services that may be available in your community and accessible by your community members. Each county has different resources; consider your specific community needs to ensure that you are responsive.



Example Services

Behavioral Health	Emotional Support	Basic Needs Support	Crisis Services
 Onsite counseling Individual Couples/family Group Crisis/Urgent Care Day Treatment Detox/Residential 12-step Psychiatric Medications 	 Support Groups Peer Navigators Peer Support Phone Check- ins Coping skills groups Drop-in Centers Chat Rooms Wellness Programs 	 ACA/Covered CA/Medi-Cal Sign- up Cal Fresh Outreach Food Banks/Pantry Financial Education Services CalWORKs Application Transportation Services 	 Regional Crisis Call Center Community- Based Mobile Crisis Facility-Based Crisis Response Crisis Receiving and Stabilization Facilities In-Patient Psychiatric Hospitalization



Best Practices

Introduction: What is the intention of this agreement?

- Briefly describe the need for the agreement
- State and identify all parties involved
- Briefly describe problem and the solution offered by the proposed partnership

Purpose/Scope/Terms & Conditions: *Why* is this agreement needed?

- Outline the specific goals of collaboration, catered to your communities' needs
- Name the points of contact
- Create a timeframe of the agreement

Responsibilities of Each Party: *How* will this agreement be met?

- Detail the services to be provided
- Describe which parties will be responsible for each required action within the agreement
- State who will be responsible for the oversight to ensure adherence to the responsibilities outlined in the MOU

Maintenance: *Who* will update and oversee the agreement?

- Create a policy for updates or changes to MOU content
- Define the terms of termination of the agreement



Sample Discussion Questions for Mobile Crisis Teams and Providers: Goals, Terms, Callers

What are the goals of the collaboration between the mobile crisis team and the provider?

- How will services under the MOU address the unmet mobile crisis response needs of the county?
- What are the expected outcomes as a result of forming this partnership?

What are the terms of the MOU?

- Who needs to give permission for the MOU to move forward?
- Who is responsible for ensuring support at each organization?
- How long will the MOU be in effect? Will it be renewable? If so, what would be the renewal process?

Which callers will be served under the terms of the MOU?

- Which callers will be able to access mobile crisis services (e.g., does it depend on the referral source, nature of crisis and appropriate level of responded needed, insurance status, timeliness standards, team composition requirements, telehealth response and capacity, access to a licensed mental health professional when necessary, access to experts when necessary, etc...)?
- What is the referral process between the mobile crisis team and the provider, including after-hours referrals?
- Will some callers be prioritized for intervention (e.g., children / youth, repeat callers)?



Sample Discussion Questions for Mobile Crisis Teams and Providers: Responsibilities

What are the responsibilities of the mobile crisis team?

- What information or training will the mobile crisis team provide to provider (e.g. about the needs of person in crisis and current mental health services/support programs provided)?
- What role will the mobile crisis team play in reporting and evaluation activities?
- How will the mobile crisis team maintain contact with Provider to ensure that all necessary information and updates on services are shared?
- How will the mobile crisis team comply with required authorization to release confidential / HIPAA information?
- Who will serve as administrative point of contact with Provider? What administrative supports will mobile crisis team provide to Provider?

What are the responsibilities of Provider?

- What information or training, if any, will Provider bring to mobile crisis team (e.g. license / credential)?
- What role will Provider play in reporting and evaluation activities?
- Who will serve as an administrative point of contact with mobile crisis team?
- How will Provider maintain contact with mobile crisis team to ensure all necessary information and updates on services are communicated?
- How will Provider coordinate with MCT services (e.g. responding team)?
- How will the Provider comply with required authorization to release confidential / HIPAA information?



Sample Discussion Questions for Mobile Crisis Teams and Providers: Policies and Procedures

What are the policies and procedures for referring caller to Provider?

- What services will a caller referred to Provider receive? How are fees-for-service paid?
- Who can make the referral to Provider (i.e., mobile crisis team, community health centers, hospital associations, law enforcement, EMTs)?
- What documentation is needed for referral (e.g. must caller referred to Provider be diagnosed by a licensed clinician or healthcare provider or have documentation of their diagnosis or crisis prior to referral)?
- Is there a minimum age requirement to be referred to Provider? Who are the Providers for the various age brackets?
- Are referrals to Provider limited to certain ages?
- Is there a limit on how many callers may be referred to Provider?
- How can we best prepare our callers for the intake process when we refer them to Provider?

What is the follow-up process after a caller has been referred to Provider?

- Who from mobile crisis team will notify Provider that a referral has been made?
- What systems navigation assistance will Provider give newly referred callers?
- Who from Provider will notify mobile crisis team that a caller has been seen?
- What information will be shared between mobile crisis team and Provider?
- Who will ensure that callers have signed appropriate consent forms to share information between mobile crisis team and Provider?
- Does Provider notify mobile crisis team when treatment has been terminated (e.g., caller stops showing up; caller ends treatment against clinical advice)?





Sample Templates

Sample MOUs Part 1

Draft MOU Between County Crisis and County CST Programs (uwgb.edu)

This 2-page MOU lays the groundwork for collaboration between the County crisis program and the CST program and includes optional addition of Core Values/Principles/Vision and cultural approach.

Memorandum of Understanding California Children's Services Program/Healthy Families Program Plan

This 4-page sample MOU starts on page 25 and details each agency's responsibilities by category. It covers relevant areas to mobile crisis teams such as resource identification, health care planning and coordination, trainings, and referral between agencies.

Sample MOU between Local Community Partner and Local Mobile Crisis Response Team

A simple, 2-page template that provides an example of how to delineate the specific services each party will deliver. This agreement defines the tasks for the provider and the responsibilities assigned to the mobile crisis response team.

MOU for Merced Co. Mobile Crisis Response Team

The purpose of this 8-page MOU is to establish a working relationship among the parties and to document the responsibilities of each party relative to the provision of the MCRT services in Merced County. MCRT is designed to improve collaboration between BHRS and law enforcement systems, with the goal of more effective handling of incidents involving law enforcement officers and persons in need of immediate behavioral health crisis and/or interventions.

Draft MOU Between County Crisis and County CST Programs

The Collaborative Crisis Intervention Services for Youth (CCISY) grant given to our region by the Wisconsin Department of Health Services requires all counties that have a CST Initiative to get an Memorandum of Understanding (MOU) signed between their county crisis program and their CST Initiative that details how the programs will collaborate to assist consumers and families in crisis or at risk for crisis. This is not to be confused with the Interagency Agreement that is part of the CST Initiative, though this can be added as an addendum to that agreement, providing it lays out the agreement similar to this sample MOU.

The purpose of this MOU is to lay the groundwork for collaboration between the ______ County crisis program and the CST program.

The guiding principles of the crisis program are (Spell out—if you don't have principles, see attached list for suggestions).

The guiding principles of the Coordinated Services Team (CST) initiative are (Spell out using either the CST Principles in the CST Handbook or in the County CST Interagency Agreement)

OR

The guiding principles of (Agency name) are (spell out—if the county has countywide guiding principles that are similar to those of both crisis and CST)

The role of the crisis program is to assess all youth presenting in crisis for the risk of suicide, to screen for Severe Emotional Disturbance (SED), to refer to matching professional services and/or informal supports, including the county CST initiative when the youth matches the established criteria of the CST initiative, for a crisis worker to follow-up with youth at risk to suicide within 2 days and to develop or assist in the development of a person-centered crisis plan for all youth at risk for crisis. The crisis program shall act as a consultant to the CST initiative on matters related to crisis planning and crisis intervention for consumers enrolled in the CST initiative and to other units within the agency that serve youth.

The role of the CST initiative is to screen youth identified as meeting established criteria (*spell out criteria here*) and to develop a Coordinated Service Team (CST) to support the youth and family when indicated, utilizing both professional and natural supports. As a team, a personcentered plan of care, including a crisis plan, will be developed. If the CST needs support in the development of a crisis plan, they will contact the crisis program for consultation (with family consent). Crisis plans will be reviewed after use or at a minimum of every 6 months and updated if necessary. The plan will then be forwarded to the crisis program for review and sign off.



Sample MOUs Part 1

Final Appendix I Sample MOU_for_508 (hhs.gov)

This 3-page document reflects strategies that could be included in an MOU between a tribal entity and a state agency. A Tribal Lead Agency could modify this MOU to be used on a local level (for example, with a county agency, the Indian Health Service, or other monitoring agency).

Tribal MOU/MOA Sample Resource Library | COPS OFFICE (usdoj.gov)

This library is designed to provide users with the resources they need to research and successfully draft memoranda of understanding (MOU) and memoranda of agreement (MOA). It includes a simple, generalized, 3 page template: <u>Fillable_Template_MOU.docx (live.com)</u>

MOU Between Western Mental Health Inst. And Centerstone of TN

The purpose of this 11-page MOU is to establish a framework of cooperation between Western Mental Health Institute and Centerstone for the purpose of offering enhanced follow-up services by Centerstone's Crisis Care Services. The intent of this MOU is to establish confidentiality requirements for Centerstone so that Western Mental Health Institute may share otherwise confidential information with Centerstone about patients treated by Western Mental Health Institute and participating in the enhanced follow-up program in order to enable such participation.

Sample Memorandum of Understanding Appendix I



Sample Memorandum of Understanding

A Tribal Lead Agency has the flexibility to determine whether a Memorandum of Understanding (MOU) is necessary to establish partnerships. This document provides some suggestions that could be included in an MOU with a state agency. A Tribal Lead Agency could modify this MOU to be used on a local level (for example, with a county agency, the Indian Health Service, or other monitoring agency).

To strengthen a collaborative partnership between the state and the Tribal Lead Agency, it is recommended that Tribal Lead Agency staff initiate a conversation about developing an MOU to clarify roles and responsibilities that will support both the state and the Tribal Lead Agency to meet the CCDF requirements.

You will need to ensure that you are following your Tribe or Consortium's internal policies and procedures for developing, signing, and executing the MOU. For example, most Tribes will delegate an official representative from the Tribal Council, the Board, or the Lead Agency who has sole authority to sign contracts. Tribes may also have their own MOU template that you will be required to use. Consult with your administrative leadership or legal counsel for direction.

The following includes sample language for consideration:

I. Purpose

The purpose of this agreement is to:



 establish and maintain an effective cooperative relationship between the [INSERT Tribe] Tribal Lead Agency and the State of [INSERT State], Department of Human Services, Division of Child Care [State Lead Agency];



Insert the

Tribal Nation

share information regarding licensed child care facilities in the [List] counties/area with which the [INSERT Tribe] Tribal Lead Agency has children in state licensed facilities; and

share client information concerning child care assistance.

II. Legal Basis

This Memorandum of Understanding is based on State-Tribal Coordination Regarding the Child Care and Development Fund (CCDF) Requirements – The Child Care and Development Block Grant (CCDBG) Act (42 U.S.C § 9857 *et seq.)*, as amended; section 418 of the Social Security Act (42 U.S.C § 618); 45 CFR Parts 98 and 99; CCDF-ACF-PI-2015-03; and ACYF-PIQ-CC-97-01.



Questions & Discussion







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Thank You