

# REPORT OF THE CHIEF LEGISLATIVE ANALYST

---

DATE: May 4, 2021

TO: Honorable Members of the Los Angeles City Council

FROM: Sharon M. Tso *smtso* Council File No: 20-1178  
Chief Legislative Analyst Assignment No: 20-10-0948

SUBJECT: Memorandum of Agreement with the Los Angeles County Department of Mental Health for the Therapeutic Van Pilot Program and Related Matters

## SUMMARY

On September 16, 2020, Motion (Wesson – Martinez – Harris-Dawson – Blumenfield – Price – O’Farrell – Rodriguez) was introduced relative to the pending agreement between the Fire Department (LAFD) and the Los Angeles County Department of Mental Health (DMH) for the Therapeutic Van Pilot Program, and the pending agreement between LAFD, Police Department (LAPD) and Didi Hirsch Mental Health Services for a Mental Health Services Pilot Program.

On October 14, 2020, Council adopted the report from the Ad Hoc Committee on Police Reform as amended regarding this item. Council instructed the following:

1. That the Chief Legislative Analyst (CLA), with the assistance of LAFD, LAPD, and United Firefighters of Los Angeles (UFLAC) to report in regard to the following pending agreements:
  - a. Agreement between the LAFD and the DMH for the Therapeutic Van Pilot Program.
  - b. Agreement between the LAFD, LAPD and Didi Hirsch Mental Health Services for a Mental Health Services Pilot Program.
2. That the CLA, with the assistance of the LAFD, to report in regard to all pilot programs within the LAFD dealing with the issues of homelessness, mental health, and substance abuse with said report to include, but not be limited to, the Advanced Provider Response Unit, Alternative Destination Response Unit and the Sobriety Emergency Response Unit.

Regarding Item No. 1.a., this report includes the Memorandum of Agreement (MOA) with DMH for the Therapeutic Van Pilot Program (attached). This MOA was received from the Office of the Mayor by the CLA in April 2021. Upon receipt of the MOA, the CLA met with the Office of the Mayor, LAFD, LAPD, and UFLAC to consider the MOA. After discussing the MOA and providing all parties an opportunity to have their comments, questions and concerns addressed, no opposition was expressed to the MOA. Additionally, since this MOA presents another opportunity to provide a higher level of services to individuals experiencing mental health emergencies through a Pilot Program that would deliver dedicated resources to individuals within the City and is consistent with alternatives to policing, the CLA communicated to the group that its report to Council would include the MOA and recommend approval of it. Information regarding the MOA agreement is included within the Discussion section of this report. Finally, the Mayor’s Fiscal Year 2021-22 Proposed Budget Summary Book indicates the inclusion of a \$2.2 million line item for a Therapeutic Transportation Pilot Program.

Regarding Item No. 1.b., pursuant to Council action on December 8, 2020 (CF 20-1506), LAPD executed an agreement with Didi Hirsch Mental Health Services (Contractor) for a Mental Health Services Pilot Program. Under this agreement, effective from February 10, 2021 to February 9, 2022, the Contractor will operate the Call Direction to Ensure Suicide Safety Pilot Program (CRESS Pilot Program), which will divert 9-1-1 calls for those in suicidal crisis or in severe emotional distress to the Contractor to allow the callers to receive appropriate crisis support and mental health assistance. As a pilot program, the Contractor will provide these services on a limited basis to allow the LAPD to assess the efficacy of this program and to determine if any changes are needed before it is more widely implemented. The LAPD and the Contractor expect that the CRESS Pilot Program will reduce the violent and traumatic encounters between LAPD Officers and individuals contemplating suicide or suffering from a Mental Health Crisis, provide greater community safety, provide better outcomes for individuals contemplating suicide or suffering from Mental Health Crisis, decrease the call load on the LAPD's Patrol Officers, and reduce the financial cost of responding to these calls incurred by the City.

Regarding Item No. 2, LAFD provided information regarding their Telemedicine Program, Advanced Provider Response Unit, Sobriety Emergency Response Unit, and Alternative Destination Training Program. This information is included within the Discussion section of this report.

#### RECOMMENDATION

That the Council, subject to the approval of the Mayor:

1. Authorize the Fire Department (LAFD) to execute a Memorandum of Agreement (MOA) with the Los Angeles County Department of Mental Health (DMH), subject to the City Attorney approval as to form, for the purpose of implementing a 12-month Therapeutic Van Pilot Program as substantially presented in the attached MOA with the following changes:
  - a. Under Section II of the MOA, clarify that amendments to and/or termination of the MOA must be approved by the Los Angeles City Council.
  - b. Under Section III, add the City Administrative Officer as a City representative that will receive notices.
  - c. Under Section IV, clarify that changes to the operational schedule and deployment of DMH Teams from the fire stations, including access to LAFD facilities, equipment and supplies, and other aspects of the work environment must be approved by the Los Angeles City Council.
  - d. Under Section V, clarify that the \$2,000,000 contract amount can only be used to fund the actual costs of the Clinical Drivers assigned to DMH Teams and any changes to the contract amount or the eligible uses of this funding must be approved by the Los Angeles City Council, as well as change the recipient of County Invoices with supporting information from the Mayor's Office of Public Safety to the City Administrative Officer.
2. Instruct the LAFD and the Police Department, with assistance from any other relevant department, to report in 4 months with an assessment of the efficacy of deploying DMH Teams from the fire stations, including access to LAFD facilities, equipment and supplies, and other aspects of the work environment, as well as provide any recommended changes to the MOA with DMH that may be required.

## DISCUSSION

As previously stated, this report includes the Memorandum of Agreement (MOA) with the Los Angeles County Department of Mental Health (DMH) for the Therapeutic Van Pilot Program and recommends approval of the MOA. Additionally, the LAFD provided information regarding their Telemedicine Program, Advanced Provider Response Unit, Sobriety Emergency Response Unit, and Alternative Destination Training Program. The following is more information regarding both these items.

### **MOA with DMH for the Therapeutic Van Pilot Program**

Today, without this Pilot Program, the LAPD deploys Mental Evaluation Unit (MEU) resources to the field to assist officers on calls where mental health issues are suspected, in order to ensure that police officers respond to these calls for services appropriately. However, the demand for these services sometimes results in these resources not always being available to officers in the field who need them. The MEU has a number of subunits, including System-wide Mental Assessment Response Teams (SMART). SMART is co-supported by DMH, and helps officers effectively respond to and link people in crisis to appropriate mental health services. Mental health is a factor in a number of calls fielded by LAPD, and officers responding to these calls should always have assistance from specialized units trained for these instances. On April 7, 2021, under CF 20-0780, the Council directed the LAPD to report in regard to resources needed to expand the LAPD's MEU and SMART in order to ensure that officers in the field can call SMART or other MEU resources anytime there may be a need.

Additionally, the existing LAFD practice regarding mental health issues is to: (1) request the LAPD to initiate a 5150 hold; (2) transport the patient to an Emergency Department; or, (3) transport the patient to an Exodus Mental Health Urgent Care Center if the paramedic is trained to do so.

LAFD staff could also request an LAPD unit that could then contact a SMART team, or they could call DMH to request a Psychiatric Mobile Response Team (PMRT), but the response could be over an hour. LAFD members on scene could also refer a patient to the ACCESS Center Helpline 24/7, but the only on-scene response is currently SMART or PMRT.

The attached MOA presents another opportunity to provide a higher level of services to individuals experiencing mental health emergencies through a Pilot Program that would deliver dedicated resources to individuals within the City and is consistent with alternatives to policing.

The MOA includes the following seven sections:

1. Pilot Program Objective
2. Term of Agreement, Amendment and Termination
3. Notice
4. Party Procedures and Protocols
5. Funding
6. Indemnification
7. Management of Staff/Personnel

The following is a summary of each of these sections, as well as a list of recommended clarifications and changes that should be made to the MOA.

#### Section I – Pilot Program Objective

The purpose of this Pilot Program is to introduce, as a dispatch option, mental health professionals to respond to calls, either independently or to an incident where a fire unit on scene requests their assistance, depending on the circumstances and level of reported injury or safety concerns. This Program will utilize the DMH therapeutic transport response in conjunction with LAFD's Tiered Dispatch System for calls involving patients with mental health crises, to provide mental health patients with immediate therapeutic support from DMH staff, thereby improving patient care. Patients can then be transported directly to an appropriate mental health facility by the DMH therapeutic transport teams, freeing LAPD and LAFD resources for other emergency calls.

#### Section II – Term of Agreement, Amendment and Termination

This MOA shall become effective upon approval of the Los Angeles City Council and the County Board of Supervisors for a term of 12 months. The terms of this Agreement may be amended by mutual written agreement of both Parties. Either Party may terminate this Agreement upon 30 days' written notice of said termination to the other Party.

#### Section III – Notice

Notice regarding this MOA shall be provided to the Parties' representatives. The City's representative is the LAFD Medical Director, Emergency Medical Services Bureau, and the County's representative is the DMH Chief Deputy Director.

#### Section IV – Party Procedures and Protocols

This section includes terms regarding the following: (a) Operational Schedule and Changes to Schedule; (b) Deployment of DMH Teams; (c) DMH Team Access to LAFD Facilities, Parking Space, Work Space, Equipment, and Supplies; (d) Dispatching of DMH Team; (e) Notification of Inability to Deploy; (f) Mental Health Emergency Hotline; (g) Training; (h) Confidentiality of Information; and, (i) Records and Pilot Program Audits. The following are terms that should be noted regarding this Pilot Program.

DMH will deploy DMH Teams to five (5) LAFD fire stations as part of this Pilot Program. Fire stations were chosen for their proximity to Mental Health Urgent Care Centers and are as follows:

| <b>DMH Team Location</b> | <b>LAFD Bureau</b> | <b>Mental Health Urgent Care Center</b> | <b>Council District</b> | <b>Supervisory District</b> |
|--------------------------|--------------------|---|-------------------------|-----------------------------|
| Fire Station 4           | Central            | Exodus LAC-USC                          | 14                      | 1                           |
| Fire Station 94          | South              | Exodus MLK                              | 10                      | 2                           |
| Fire Station 59          | West               | Exodus Westside                         | 11                      | 3                           |
| Fire Station 40          | South              | Exodus Harbor-UCLA                      | 15                      | 4                           |
| Fire Station 77          | Valley             | Olive View-UCLA Medical Center          | 7                       | 5                           |

Each of the 5 DMH Teams deployed by DMH shall consist of a Clinical Driver, a Peer Support Specialist, and a Licensed Psychiatric Technician (LPT). The LPT shall have the requisite level of experience in client care determined by the County. The DMH shall ensure that DMH Teams are deployed to staff the therapeutic transport vans for seven days per week with two 12-hour shifts per day, including holidays. The DMH Teams shall not wear uniforms. However, the DMH Teams shall be readily identifiable to personnel from the LAFD and the LAPD at the scene through clothing or some other form of clear identification. The clothing and/or identification worn by the DMH Team shall be easily distinguishable from the uniform worn by members of either the LAFD or the LAPD. The DMH Teams will not serve as first responders as they are not licensed to do so, and the DMH Teams and the therapeutic transport vans shall not respond to incidents with red lights and sirens activated. The DMH Teams will only respond to incidents when dispatched through LAFD's Tiered Dispatch System or when requested by LAFD units on the scene of an incident, and only to those incidents that involve mental health patients who meet the criteria for DMH therapeutic transport.

The LAFD and DMH will respectively provide certain access to LAFD facilities, parking space, work space, equipment, and supplies. Regarding work space, the MOA does not specifically state where this work space will be located because it will vary fire station to fire station. Fire stations may provide work space in a separate building, a trailer onsite, or some other type of separate unit.

The LAFD shall provide the following to DMH Teams at each of the 5 fire stations where DMH Teams will be located:

- a. A parking space at each of the above-listed fire stations for one DMH therapeutic transport van, either in an open lot at the fire station or within the fire station itself. The LAFD will also provide up to three parking spaces at each of the fire stations for use by individual DMH Team members assigned to the Pilot Program.
- b. A work space at each of the fire stations to accommodate up to three DMH Team members.
- c. Entry passes, as necessary, to allow DMH Team members entry into the respective fire stations to access the work space. The DMH will return all facility access passes to LAFD when a DMH Team member's individual assignment to the Pilot Program ends, and at the end of the term of the Pilot Program.
- d. For each of the 5 therapeutic transport vans, access to a portable hand-held radio, charger, and batteries issued by LAFD, which will be stored at the respective fire stations. The LAFD handheld radios shall be used to communicate between DMH team members and LAFD field resources and MFC dispatchers.
- e. iPads with Mobile Computer Aided Dispatch (MCAD) software installed and/or installation of MCAD software on DMH iPhones to allow for receipt of dispatch information from the Metropolitan Fire Communications Dispatch system to the DMH team, and to electronically provide updates as to the location and availability of each therapeutic transport van.

DMH will provide the following for the Pilot Program:

- a. Five therapeutic transport vans to be used by DMH Teams in the therapeutic transport of patients. DMH is responsible for all fuel and necessary maintenance to ensure that the vehicles are safe and operational.
- b. Each therapeutic transport van shall be equipped with the following supplies: 1) Alcohol Prep Pads; 2) Biohazard Red Bags; 3) Blood Pressure Monitor; 4) Clorox Wipes; 5) Cold Packs; 6) Dual Head Stethoscope; 7) Emesis Bags; 8) Finger Pulse Oximeter; 9) Gloves; 10) Hand Sanitizer; 11) Kleenex; 12) Masks, Non-Sterile; 13) Sharp Container; 14) Shoe Covers; 15) Temporal Scanner; 16) Water; and, 17) Wipes.
- c. The computers, office supplies and all other supplies and equipment required by DMH personnel.
- d. Any necessary internet connection required by DMH staff.

Six (6) months after the beginning of the Pilot Program, the Parties shall assess the efficacy of deploying DMH Teams from the fire stations, including access to LAFD facilities, equipment and supplies, and other aspects of the work environment. The Parties shall meet to discuss and implement any changes to the deployment that may be required.

#### Section V – Funding

The County shall receive funds from the City in an amount not to exceed Two Million Dollars (\$2,000,000) or other amount authorized by the City Council for the compensation of the Clinical Driver assigned to the DMH Teams. Additionally, the City will fund costs associated with providing DMH Teams access to LAFD facilities, parking space, work space, and specified equipment/supplies. The DMH will fund costs associated with the Peer Support Specialist, and Licensed Psychiatric Technician assigned to each DMH Team, as well as providing five (5) therapeutic transport vans, including their related costs, as well as other specified resources. Finally, the MOA currently states that DMH invoices should be submitted to the Mayor's Office of Public Safety for processing.

#### Section VI – Indemnification

Each Party agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying Party's acts or omissions in the performance of this Agreement.

#### Section VII – Management of Staff/Personnel

Each party shall be responsible for the actions of its own employees. The DMH shall not be responsible for and will not exercise supervision or management responsibility over LAFD personnel. Management responsibility for LAFD staff will remain exclusively with LAFD. The Station Commander of each station shall be responsible for all DMH staff assigned to that station and for all aspects of the work environment. The LPT on each DMH team shall serve as lead for the team and report to the Station Commander while on-duty at the station. Any disputes or concerns that cannot be resolved by the Station Commander shall be brought to the attention of the station's Battalion Chief, who shall resolve the matters in consultation with the DMH team's designated supervisor at DMH.

### Recommended Clarifications and Changes to the MOA

The following are recommended clarifications and changes that should be made to the attached MOA:

1. Under Section II of the MOA, clarify that amendments to and/or termination of the MOA must be approved by the Los Angeles City Council.
2. Under Section III, add the City Administrative Officer as a City representative that will receive notices.
3. Under Section IV, clarify that changes to the operational schedule and deployment of DMH Teams from the fire stations, including access to LAFD facilities, equipment and supplies, and other aspects of the work environment must be approved by the Los Angeles City Council.
4. Under Section V, clarify that the \$2,000,000 contract amount can only be used to fund the actual costs of the Clinical Drivers assigned to DMH Teams and any changes to the contract amount or the eligible uses of this funding must be approved by the Los Angeles City Council, as well as change the recipient of County Invoices with supporting information from the Mayor's Office of Public Safety to the City Administrative Officer.

### **LAFD Programs Dealing with Issues of Homelessness, Mental Health, and Substance Abuse**

The LAFD provided information regarding their Telemedicine Program, Advanced Provider Response Unit, Sobriety Emergency Response Unit, and Alternative Destination Training Program. The following is the information provided:

#### LAFD Telemedicine Program

Emergency Physicians and emergency medical services (EMS) Advanced Providers are stationed at Metropolitan Fire Communications (MFC) as a part of LAFD Telemedicine Program (LTP). These trained personnel assess selected 9-1-1 callers by live video to identify patients who do not require an evaluation, on scene, and thus do not require the dispatching of any resources (i.e., No Send Category).

These telemedicine providers establish a video link with the caller, evaluate them for an emergency medical condition, and then determine if the patient can be safely navigated to the Emergency Department (ED) by other means (e.g., taxi), have same day follow-up with their primary care doctor, or remain at home without any LAFD resource being dispatched. Telemedicine providers also can send post-care instructions via text message or email and send prescriptions to the patient's preferred pharmacy.

If the Telemedicine Provider at MFC determines the patient requires ambulance transport to an ED, an Emergency Medical Technician (EMT) or Paramedic, and ambulance will be dispatched.

#### LAFD Advanced Provider Response Unit (APRU)

LAFD implemented the Advanced Provider Response Unit (APRU) in 2017. The APRU is staffed by an EMS Advanced Provider, who may be either a Nurse Practitioner (NP) or a Physician Assistant (PA), along with a Firefighter/Paramedic (FF/PM).

The APRU has a much wider scope of practice than a Paramedic resource and can perform more comprehensive patient assessments that include numerous diagnostic evaluations. The APRU operates under delineated program protocols and standardized procedures established by the LAFD Medical Director, in conjunction with local Los Angeles County Department of Health Services (DHS), including treatment and transport protocols. This enables the APRU to perform “treat and release” or “treat and refer,” eliminating the need for ambulance transport.

#### LAFD SOBER Unit

In November 2017, the LAFD Sobriety Emergency Response Unit (LAFD SOBER Unit) was placed into service to offer an entirely new pathway for serial inebriates to receive an alternative option of care and service. The long-standing practice is for acute and serial inebriates to be transported by Paramedic ambulance to the nearest Emergency Department (ED), where they usually undergo costly and repeat medical testing, only to be released back onto the street after several hours. The SOBER Unit personnel perform medical clearance of the patients and transport directly to the Sobering Center in Downtown Los Angeles. The patients are closely monitored at the Sobering Center by a Registered Nurse (RN) or Nurse Practitioner (NP) and once they are sober, efforts will be made to get the patient into a detox program and then transitional housing.

The ultimate goal of the SOBER Unit and Sobering Center is to break the cycle of alcoholism and homelessness with associated high use of emergency medical services (EMS).

#### LAFD Alternate Destination Training

The LAFD is expanding its ability to care for mental health patients by delivering Alternate Destination (AD) training to platoon duty paramedics assigned to specific Advanced Life Support (ALS) resources. The training program content is approved by the State of California EMS Agency. It allows paramedics to medically clear select patients with behavioral emergencies and coordinate transport directly to a Mental Health Urgent Care Center (MHUCC) via LAFD Rescue Ambulance.

The expansion of mental health resources will consist of delivering the AD training to licensed paramedics assigned to resources in West Los Angeles. The resources are proximal to an MHUCC in Culver City, Exodus Westside, which has received LAFD patients for the past several years and is equipped to handle an increase in patient volume.

### FISCAL IMPACT STATEMENT

This report includes recommendations with a total value of up to \$2 million in General Fund plus costs associated with providing Los Angeles County Department of Mental Health (DMH) Teams access to Fire Department (LAFD) Facilities, Parking Space, Work Space, Equipment, and Supplies for implementing a 12-month Therapeutic Van Pilot Program, which will utilize DMH therapeutic transport response in conjunction with LAFD's Tiered Dispatch System for calls involving patients with Mental Health Crisis, to provide mental health patients with immediate therapeutic support from DMH staff. The \$2 million will be used to reimburse DMH for Clinical Drivers assigned to the DMH Teams. The DMH will fund costs associated with the Peer Support Specialists, and Licensed Psychiatric Technicians assigned to each DMH Team, as well as providing five (5) therapeutic transport vans, including their related costs, to be used by DMH Teams in the therapeutic transport of patients.

Attachment – Memorandum of Agreement between the Los Angeles County Department of Mental Health and the City of Los Angeles for a Therapeutic Transport Pilot Program

**MEMORANDUM OF AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH AND  
BY THE CITY OF LOS ANGELES, ACTING BY AND THROUGH  
THE LOS ANGELES FIRE DEPARTMENT FOR  
A THERAPEUTIC TRANSPORT PILOT PROGRAM**

This Memorandum of Agreement (MOA) is entered into by the Los Angeles County Department of Mental Health (DMH) and by the City of Los Angeles, acting by and through the Los Angeles Fire Department (LAFD) for the purpose of establishing and evaluating a 12-month Therapeutic Transport Pilot Program (Pilot Program).

**I. PILOT PROGRAM OBJECTIVE**

The City of Los Angeles (City) estimates that tens of thousands of emergency calls to its police and fire dispatch centers involve people suffering from a mental health crisis. Neither Los Angeles Police Department (LAPD) patrol officers nor LAFD EMTs/paramedics have the requisite training or experience to deal with the complex challenges of engaging such individuals. Currently, when LAFD responds to calls involving a patient experiencing a mental health crisis, the patient is likely to be transported to a local emergency department (ED), irrespective of that ED's ability to provide mental health services. If the ED does not provide mental health services, treatment for the patient is delayed and the ED becomes overburdened.

The County of Los Angeles (County), through its DMH, has psychiatric mobile response teams that can respond directly to mental health crises. Because these existing response teams are staffed with mental health professionals, they are able to provide immediate support, assess the patient, and if necessary, request an ambulance to transport the patient to a facility capable of providing mental health services. However, at this time, DMH does not respond to City emergency dispatch calls involving patients with mental health crises because the existing response teams only respond to community calls.

The purpose of this Pilot Program is to introduce, as a dispatch option, mental health professionals to respond to calls, either independently or to an incident where a fire unit on scene requests their assistance, depending on the circumstances and level of reported injury or safety concerns. This Program will utilize the DMH therapeutic transport response in conjunction with LAFD's Tiered Dispatch System for calls involving patients with mental health crises, to provide mental health patients with immediate therapeutic support from DMH staff, thereby improving patient care. Patients can then be transported directly to an appropriate mental health facility by the DMH therapeutic transport teams, freeing LAPD and LAFD resources for other emergency calls.

This Pilot Program will provide patients experiencing a mental health crisis with immediate access to mental health professionals, and will greatly enhance the level of care for this vulnerable population.

Five DMH therapeutic transport teams (DMH Team) will be deployed in the City from five LAFD stations, identified based on their mental health emergency call load, proximity to a mental health urgent care facility, and inclusion within County Supervisorial Districts. Teams will be deployed for two 12-hour shifts each day. Each DMH Team will be staffed only with County personnel, including a Clinical Driver, a Peer Support Specialist, and Licensed Psychiatric Technician. The City shall reimburse DMH for the salary and expenses of Clinical Drivers, for a total amount not to exceed two million dollars (\$2,000,000) during the 12-month term of the Pilot Program.

The goals of the Pilot Program are to optimize access to and the quality of mental health services to underserved populations; to reduce the use of LAFD and LAPD resources for mental health emergency responses; and to leverage partnerships to develop a community-driven approach toward improving outcomes for individuals experiencing a mental health emergency.

Throughout the 12-month Pilot Program, the benefits of utilizing DMH's therapeutic transport response as an accompaniment to LAFD's operations will be evaluated for possible Program refinements or expansion Citywide or Countywide as an alternate or augmented asset for dispatching to emergency calls. This MOA establishes DMH and LAFD responsibilities and operational procedures/protocols for the Pilot Program.

## **II. TERM OF AGREEMENT, AMENDMENT, AND TERMINATION**

This MOA shall become effective upon approval of the Los Angeles City Council (C.F. #\_\_\_\_\_) and the County Board of Supervisors for a term of 12 months. The terms of this Agreement may be amended by mutual written agreement of both Parties. Either Party may terminate this Agreement upon 30 days' written notice of said termination to the other Party.

## **III. NOTICE**

Notice shall be provided to the Parties' representatives as listed below.

For the City of Los Angeles:  
Marc Eckstein, M.D.  
Medical Director, Emergency Medical Services Bureau  
Los Angeles City Fire Department  
200 N. Main Street, Room 1880  
Los Angeles, CA 90012

For DMH:  
Gregory C. Polk, MPA  
Chief Deputy Director  
Los Angeles County Department of Mental Health  
550 S. Vermont Avenue, 12<sup>th</sup> Floor  
Los Angeles, CA 90020

#### **IV. PARTY PROCEDURES AND PROTOCOLS**

##### **A. Operational Schedule and Changes to Schedule**

The DMH Teams will operate seven days per week with two 12-hour shifts per day, including holidays. While the Parties anticipate that the DMH Teams will continue to operate seven days per week, if a Party determines the DMH Teams will need to operate on a different schedule, the Parties shall confer to adopt a mutually agreeable operational schedule.

##### **B. Deployment of DMH Teams**

DMH will deploy 5 DMH Teams as part of this Pilot Program. One DMH Team will be stationed at each of the LAFD stations listed below:

| <b>DMH Team Location</b> | <b>LAFD Bureau</b> | <b>Mental Health Urgent Care Center</b> | <b>Los Angeles County Supervisorial District</b> |
|--------------------------|--------------------|---|--|
| Fire Station 4           | Central            | Exodus LAC-USC                          | 1  |
| Fire Station 94          | South              | Exodus MLK                              | 2  |
| Fire Station 59          | West               | Exodus Westside                         | 3  |
| Fire Station 40          | South              | Exodus Harbor-UCLA                      | 4  |
| Fire Station 77          | Valley             | Olive View-UCLA Medical Center          | 5  |

- Each of the 5 DMH Teams deployed by DMH shall consist of a Clinical Driver, a Peer Support Specialist, and a Licensed Psychiatric Technician (LPT). LPT shall have the requisite level of experience in client care determined by the County.
- DMH shall ensure that DMH Teams are deployed to staff the therapeutic transport vans for two 12-hour shifts each day of the agreed operational schedule.
- DMH Teams shall not wear uniforms. However, DMH Teams shall be readily identifiable to personnel from the LAFD and the LAPD at the

scene through clothing or some other form of clear identification. The clothing and/or identification worn by the DMH Team shall be easily distinguishable from the uniform worn by members of either the LAFD or the LAPD.

- DMH Teams will not serve as first responders as they are not licensed to do so, and the DMH Teams and the therapeutic transport vans shall not respond to incidents with red lights and sirens activated.
- DMH Teams will only respond to incidents when dispatched through LAFD's Tiered Dispatch System or when requested by LAFD units on the scene of an incident, and only to those incidents that involve mental health patients who meet the criteria for DMH therapeutic transport.

**C. DMH Team Access to LAFD Facilities, Parking Space, Work Space, Equipment, and Supplies**

1. LAFD will provide the following to DMH Teams at each of the 5 fire stations where DMH Teams will be located:
  - a. A parking space at each of the above-listed fire stations for one DMH therapeutic transport van, either in an open lot at the fire station or within the fire station itself. The LAFD will also provide up to three parking spaces at each of the fire stations for use by individual DMH Team members assigned to the Pilot Program.
  - b. A work space at each of the fire stations to accommodate up to three DMH Team members.
  - c. Entry passes, as necessary, to allow DMH Team members entry into the respective fire stations to access the work space. The DMH will return all facility access passes to LAFD when a DMH Team member's individual assignment to the Pilot Program ends, and at the end of the term of the Pilot Program.
  - d. For each of the 5 therapeutic transport vans, access to a portable hand-held radio, charger, and batteries issued by LAFD, which will be stored at the respective fire stations. The LAFD handheld radios shall be used to communicate between DMH team members and LAFD field resources and MFC dispatchers.
  - e. iPads with Mobile Computer Aided Dispatch (MCAD) software installed and/or installation of MCAD software on DMH iPhones to allow for receipt of dispatch information from the Metropolitan Fire Communications Dispatch system to the DMH team, and to

electronically provide updates as to the location and availability of each therapeutic transport van.

2. DMH will provide the following for the Pilot Program:
  - a. Five therapeutic transport vans to be used by DMH Teams in the therapeutic transport of patients. DMH is responsible for all fuel and necessary maintenance to ensure that the vehicles are safe and operational.
  - b. Each therapeutic transport van shall be equipped with the following supplies:
    - 1) Alcohol Prep Pads
    - 2) Biohazard Red Bags
    - 3) Blood Pressure Monitor
    - 4) Clorox Wipes
    - 5) Cold Packs
    - 6) Dual Head Stethoscope
    - 7) Emesis Bags
    - 8) Finger Pulse Oximeter
    - 9) Gloves
    - 10) Hand Sanitizer
    - 11) Kleenex
    - 12) Masks, Non-Sterile
    - 13) Sharp Container
    - 14) Shoe Covers
    - 15) Temporal Scanner
    - 16) Water
    - 17) Wipes
  - c. The computers, office supplies and all other supplies and equipment required by DMH personnel.
  - d. Any necessary internet connection required by DMH staff.
3. Six months after the beginning of the Pilot Program, the Parties shall assess the efficacy of deploying DMH Teams from the fire stations, including access to LAFD facilities, equipment and supplies, and other aspects of the work environment. The Parties shall meet to discuss and implement any changes to the deployment that may be required.

#### **D. Dispatching of DMH Team**

1. The LAFD will use its Tiered Dispatch System to dispatch DMH Teams to

respond only to individuals with suspected mental health emergencies who meet the criteria for DMH therapeutic transport, as programmed in the Tiered Dispatch System by LAFD.

2. On scene, the DMH Team shall use the LAFD Medical Clearance Checklist (Attachment I) for every patient encounter to confirm that therapeutic transport is appropriate and that the patient is not having a medical emergency.
3. LAFD personnel on scene of any incident may request a DMH Team when, after a thorough initial patient assessment, LAFD has determined that the patient suffers from a mental health disorder and the patient meets all of criteria on the LAFD Medical Clearance Checklist (Attachment I). When the DMH therapeutic transport van arrives on scene, a verbal report will occur between the LAFD members on scene and the DMH Team. Patient care will formally be transferred to the DMH Team and LAFD resources will then clear the scene.
4. For additional support when available, DMH teams may access the LAFD Telemedicine Provider Program to obtain a real time patient assessment by an Emergency Medical Services (EMS) advanced provider or physician. This Program may be used to confirm the assessment that use of a therapeutic van for transport to an alternate destination is safe and appropriate.
5. On-scene LAFD resources may cancel the DMH Team if the patient does not meet medical clearance criteria or the ETA for the DMH Team is deemed to be excessive.
6. If on-scene LAFD personnel determine that the patient is combative, violent, has a weapon, or poses a perceived threat to themselves or others, LAFD will request LAPD to respond and the DMH Team will be canceled.
7. If, for any reason, the DMH Team is uncomfortable or refuses to accept the patient, that patient will be transferred to the responsibility of LAFD and will be treated and transported by LAFD in accordance with existing LAFD policies and procedures.
8. Once patient care is transferred to the DMH Team, the DMH Team will assume full responsibility for that patient. The DMH Team will treat the patient on scene or transport to a mental health care center in accordance with DMH protocols.
9. Therapeutic vans are not licensed to respond "emergency" to incidents

(i.e., use of lights and sirens).

10. Accidents involving therapeutic vans shall be coordinated by the County through a third-party administrator by its Risk Management Section with an Accident Investigation Report completed by a Supervisor. Internal litigation management shall address and facilitate civil action, and work with their third-party administrator and Office of County Counsel.

#### **E. Notification of Inability to Deploy**

DMH shall notify LAFD as soon as practicable when its personnel cannot be deployed to support the Pilot Program due to training obligations, mandatory meetings, illness, county-wide crisis, or other events. Similarly, LAFD shall notify DMH should the LAFD become aware of situations which may result in disruption of the Pilot Program so that DMH can re-deploy its personnel to other County duties. Such notice shall be made as soon as practicable and without undue delay.

#### **F. Mental Health Emergency Hotline**

LAFD and DMH shall collaborate to explore the possibility of establishing and implementing a Mental Health Emergency Hotline, similar to that of the Didi Hirsch Mental Health Services hotline.

#### **G. Training**

1. The LAFD will train its personnel on the types of calls and patients eligible for transport by the DMH Teams, including the criteria for medically clearing patients with behavioral emergencies for transport to a mental health care center.
2. The LAFD will provide DMH staff with training on LAFD protocols and procedures so that DMH Teams can be included in the LAFD Tiered Dispatch System in order to respond to mental health emergencies. This shall include training on using the LAFD Medical Clearance Checklist (Attachment I) for patient assessment and using LAFD Telemedicine Providers to confirm the assessment.
3. The LAFD shall provide DMH Clinical Drivers with additional training on LAFD radio operations, use of the MCAD software, status notification, and tracking patient status using LAFD technology, including iPads.

#### **H. Confidentiality of Information**

All DMH and LAFD personnel deployed to work as part of the Pilot Program

shall be knowledgeable in and abide by the laws pertaining to confidentiality of information related to a patient's mental history and other medical records, and shall be in compliance with the Health Insurance Portability and Accountability Act, including in areas of privacy and security of protected health information. This includes the sharing of information during the provision of emergency services and care in a manner consistent with State law.

## **I. Records and Pilot Program Audits**

1. This MOA and its obligations are subject to quarterly audits by both the LAFD and DMH. Audits can occur as each Party deems appropriate to assess compliance with the terms of this MOA, but in no case shall audits occur more frequently than once each month.
2. On a weekly, monthly, and quarterly basis, DMH will provide LAFD with limited outcome data for each patient whose care is transferred from LAFD to the DMH Team, including:
  - a. Transport destination.
  - b. Disposition from the transport destination (e.g., treated and released, admitted, transferred to transitional housing, etc.), without providing diagnosis, if any.
  - c. Whether any patient cleared by LAFD and transported by the DMH Team required transport via 9-1-1 to an ED from a mental health facility within six hours of arrival at the mental health facility.
3. On a weekly, monthly, and quarterly basis, LAFD will provide DMH with metrics based on data collected via LAPD and LAFD Computer Aided Dispatch Systems (CADs). These metrics shall include:
  - a. Number of Incidents
  - b. Number of Transports to a Mental Health Clinic, Mental Health Urgent Care, or Sobering Center
  - c. Number of Transports to Other (e.g. social services)
  - d. Number of Transports to ED
  - e. Number of Incidents with Patient Refusals
  - f. Number of Non-Transports due to Treatment/Resolution On-Scene
  - g. Number of Incidents Requiring LAPD response
  - h. Number of Mental Health-Related calls for service (CFS) received by LAPD Dispatch that were transferred to Fire Dispatch w/ no LAPD response

- i. Number of Mental Health-Related CFS received by LAPD Dispatch that were transferred to Fire Dispatch w/ an accompanying LAPD response
- j. Average Number of Incidents Per Day
- k. Number of Days in Service
- l. Average Response Time
- m. Average Turnaround Time
- n. Patient Satisfaction Survey Feedback

## **V. FUNDING**

- A. The County shall receive funds from the City in an amount not to exceed Two Million Dollars (\$2,000,000.00) for the compensation of Clinical Driver assigned to the DMH Teams, as detailed in the Budget (Attachment II) and as authorized by the Los Angeles City Council (C.F. #\_\_\_\_\_). Changes to the Budget require signed written approval by both parties.
- B. The County shall submit invoices (Attachment III) monthly that comply with City guidelines and budget instructions. Expenditures must correspond to the mutually approved Budget (Attachment II).
- C. County Invoices (Attachment III) with supporting documentation should be submitted each month to:  
 Gabriela Jasso, Director of Grants and Finance  
 Mayor's Office of Public Safety  
 200 North Spring Street, Room 303  
 Los Angeles, California 90012  
 (213) 978-0756
- D. If a City audit of the Pilot Program covered in this Agreement identifies and disallows ineligible costs (i.e., beyond the scope of responsibilities of DMH Team Clinical Drivers assigned under this MOA), the County shall reimburse the City the amount of the over-payment.

## **VI. INDEMNIFICATION**

Each Party agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying Party's acts or omissions in the performance of this Agreement. In the event of third-party loss caused by the negligence, wrongful act or omission of more than one Party, each Party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this Agreement.

## VII. MANAGEMENT OF STAFF/PERSONNEL

Each party shall be responsible for the actions of its own employees. DMH shall not be responsible for and will not exercise supervision or management responsibility over LAFD personnel. Management responsibility for LAFD staff will remain exclusively with LAFD. The Station Commander of each station shall be responsible for all DMH staff assigned to that station and for all aspects of the work environment. The LPT on each DMH team shall serve as lead for the team and report to the Station Commander while on-duty at the station. Any disputes or concerns that cannot be resolved by the Station Commander shall be brought to the attention of the station's Battalion Chief, who shall resolve the matters in consultation with the DMH team's designated supervisor at DMH.

By: \_\_\_\_\_  
Ralph M. Terrazas  
Fire Chief  
Los Angeles City Fire Department

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Julie Raffish, Deputy City Attorney

Date: \_\_\_\_\_

ATTEST:  
HOLLY WOLCOTT, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jonathan E. Sherin, M.D., Ph.D.  
Director  
Los Angeles County Department of  
Mental Health

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
RODRIGO A. CASTRO-SILVA,  
Acting County Counsel

By: \_\_\_\_\_  
Emily D. Issa, Deputy County Counsel

## LAFD MENTAL HEALTH MEDICAL CLEARANCE CRITERIA

### SCREENING FOR MENTAL HEALTH URGENT CARE CENTER

|   |                              |                             |
|---|------------------------------|-----------------------------|
| Age 18-65   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| No acute medical complaints or injuries             | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| GCS = 15  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| HR 60-120 bpm                                       | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| SBP >100 mm Hg                                      | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| RR 12-24  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| SPO2 ≥ 94%  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Not combative/aggressive                            | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Not pregnant (known or suspected)                   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Ambulatory, does not use wheel chair                | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Verbal consent or on 5150 hold                      | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| No open wounds requiring more than first aid        | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Requires no special medical equipment or appliances | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Not autistic or developmentally delayed             | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Not overtly intoxicated                             | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

All **GREEN**: TRANSPORT to nearest mental health urgent care

Any **RED**: TRANSPORT to ED or consider requesting APRU for clearance (i.e., elevated glucose, minor injuries, etc.)

LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL HEALTH  
THERAPEUTIC TRANSPORT PILOT PROGRAM  
BUDGET FOR DMH CLINICAL DRIVERS - 22.0 FTEs

| Description                    | Amount       |
|--------------------------------|--------------|
| Salaries and Employee Benefits | \$ 1,827,000 |
| Overtime                       | 173,000      |
| Total                          | \$ 2,000,000 |

**LOS ANGELES COUNTY - DEPARTMENT OF MENTAL HEALTH**  
**THERAPEUTIC TRANSPORT PILOT PROGRAM**  
**WITH LOS ANGELES CITY FIRE DEPARTMENT**  
**FISCAL YEAR 2020-21**  
**Monthly Cost Reimbursement Form**  
**INVOICE (Service Dates):**

**EXPENDITURES****AMOUNT**

Personnel Wages &amp; Salaries

Overtime

Employee Benefits

*Total Expenditure*

\$ -

**Please refer to attached supporting documents for all expenditures claimed for reimbursement.**

Comments:

**Signature below certifies that all expenditures reported in this invoice are valid and verifiable.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_