

**MEMORANDUM OF UNDERSTANDING
REGARDING
THE ALTERNATIVE CRISIS RESPONSE UNIT
BY AND BETWEEN
THE LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
AND
THE CITY OF WEST HOLLYWOOD**

This Memorandum of Understanding (“MOU”) is entered into this 2nd day of October 2023, by and between the City of West Hollywood (“City”) and the Los Angeles County Department of Mental Health (“DMH”) Alternative Crisis Response Unit, hereinafter together referred to as “the Parties.”

RECITALS

WHEREAS, The City’s core values of respect and support for people, and of responsiveness to the public and promotion of public safety, call for creative and innovative actions that equip the City to support community members in times of behavioral health crisis. To this end, the City has established the West Hollywood Care Team (“Care Team”) to provide 24/7/365 mobile behavioral health stabilization services to address the needs of West Hollywood community members.

WHEREAS, the DMH Alternative Crisis Response Unit administers the DMH ACCESS Center, which operates 24 hours/day, 7 days/week as the entry point for mental health services in Los Angeles County. DMH services include deployment of Field Intervention Teams (FIT), information and referrals, gatekeeping of acute inpatient psychiatric beds, interpreter services and client transport.

WHEREAS, the DMH Alternative Crisis Response Unit oversees the network of Alternative Crisis Response (ACR) services and providers, including the County’s 9-8-8 crisis call center, directly-operated and contracted FIT providers, crisis receiving facilities and supporting ACR-specific infrastructure, and ensures crisis response services and systems are coordinated and comprehensive throughout the County.

WHEREAS, the City desires to establish the Care Team as a referral resource option within the DMH ACCESS Center infrastructure to help facilitate calls for services that originate from within the City’s limits so community members can be served in a timely manner by the Care Team, in collaboration with DMH FIT.

WHEREAS, the parties desire to establish a MOU to guide the integration of the Care Team into the DMH ACCESS Center network and establish referral protocols for ACCESS Center staff to determine when to refer cases to the West Hollywood Care Team independently, or in conjunction with deployment of a DMH FIT.

WHEREAS, this MOU establishes the parties' respective rights and obligations with respect to the integration of the Care Team, including rules and procedures governing the protocols used by DMH ACCESS Center to refer to the West Hollywood Care Team.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

I. TERM

This MOU shall become effective upon execution by both parties and shall remain in effect until the actions of this MOU have been completed or until December 31, 2024, whichever is earlier, unless earlier terminated by the parties.

After the West Hollywood Care Team completes the first six months of operations, the City and DMH will convene to evaluate the cross-jurisdictional collaboration and determine if the partnership should be continued. If determined that the collaboration will continue, the parties will convene every six months to evaluate the operational effectiveness and outcomes (e.g. patient care coordination and others). If the parties agree to terminate the partnership, such termination shall be in accordance with Section 7 of this MOU.

II. COMPENSATION

The integration of resources and capacity will not require the exchange of funds between the City and DMH. The Parties will administer their respective responsibilities at no cost to the other.

III. THE CITY'S RESPONSIBILITIES

- A. The City will promote community awareness of the 988 Suicide and Crisis Lifeline as the primary path to connect West Hollywood community members to regional and local crisis support services. The 988 Suicide and Crisis Lifeline offers phone-based crisis counseling and, for calls originating from an LA County area code, connection to in-person mobile services if needed. The 988 crisis counselors will follow the County's 9-8-8 crisis call center standard operating procedures when a caller cannot be stabilized over the phone, inclusive of callers located in the City of West Hollywood. When in-person services are needed, the incident is referred to the DMH ACCESS Center for dispatch of mobile resources.
- B. When a crisis incident referred to the DMH ACCESS Center is occurring in the West Hollywood city limits, the ACCESS Center will confirm the estimated arrival time of a DMH FIT. If the DMH FIT arrival time is longer than 30 minutes, the ACCESS Center will simultaneously deploy the DMH FIT and refer to the West Hollywood Care Team. The West Hollywood Care Team will respond when a crisis incident is occurring within West Hollywood city limits and the DMH FIT estimated time of arrival is longer than 30 minutes.

- C. The City will operate the West Hollywood Care Team through a contract for services with Sycamores-Hathaway (“Sycamores”). Independent of its agreement with the City, Sycamores also serves as a DMH contractor operating FIT in Service Planning Area 4, where West Hollywood is located.
- D. The West Hollywood Care Team will provide mobile, behavioral health stabilization services to address unmet needs that may be contributing to the community member’s urgent behavioral health needs. The West Hollywood Care Team launched on September 4, 2023 and operates Monday – Friday, including holidays, from 2:00 PM – 6:00 AM; the Friday shift ends at 6:00 AM on Saturday mornings. The West Hollywood Care Team will gradually build into 24/7/365 operations.
- E. The West Hollywood Care Team will respond to deployment requests in West Hollywood city limits that are referred from DMH ACCESS Center to the West Hollywood Care Team’s Call Center Triage Program Manager.
- F. The West Hollywood Care Team will also receive deployment requests for mobile crisis response from entities other than DMH, inclusive of West Hollywood Sheriff, Los Angeles County Fire and other entities designated by the City. In those scenarios, the West Hollywood Care Team may be the only mobile crisis support provider on-scene. The West Hollywood Care Team may identify that the person in crisis is experiencing an acute behavioral health episode; if the West Hollywood Care Team determines that clinical capacity is needed to address the acuity of the individual’s needs, the West Hollywood Care Team will call the DMH ACCESS Center priority phone number to request that DMH FIT respond with mobile crisis evaluation resources. If the Care Team is still on-scene when FIT arrives, the Care Team will transition out upon FIT arrival. The DMH FIT will facilitate assessment, service planning and transportation to acute behavioral health care, as appropriate.
- G. The City agrees to work in good faith, and assist DMH to help the partnership run successfully and as intended in order to optimize operations.

IV. DMH ALTERNATIVE CRISIS RESPONSE UNIT RESPONSIBILITIES

- A. DMH will provide the West Hollywood Care Team with the priority phone number to the ACCESS Center for purposes of requesting mental health resources.
- B. DMH ACCESS Center will recognize the West Hollywood Care Team as a provider eligible to request DMH FIT support from the ACCESS Center.
- C. When the crisis incident is occurring in the West Hollywood city limits, the ACCESS Center will confirm the estimated arrival time of a DMH FIT. If the DMH FIT arrival time is longer than 30 minutes, the ACCESS Center

will simultaneously deploy the DMH FIT and refer to the West Hollywood Care Team. If the arrival time is less than 30 minutes, the Care Team will not be requested.

- D. In scenarios where the DMH FIT and West Hollywood Care Team are both deployed, and the West Hollywood Care Team arrives on location before the DMH FIT, the West Hollywood Care Team will provide supportive services to the community member in need. If the Care Team is still on-scene when FIT arrives, the Care Team will transition out upon FIT arrival. The DMH mobile team will facilitate assessment, service planning, and transportation to acute care, as appropriate.
- E. In other scenarios, the West Hollywood Care Team may be providing services in the community and be the only mobile behavioral health stabilization support provider on-scene after being requested by West Hollywood Sheriff, Los Angeles County Fire and/or other entities designated by the City. The West Hollywood Care Team may identify that the person in crisis is experiencing an acute behavioral health episode. If the West Hollywood Care Team determines that clinical capacity is needed to address the acuity of the individual's needs, the West Hollywood Care Team will call the DMH ACCESS Center priority phone number to request that DMH FIT respond. DMH ACCESS Center will assign calls from the West Hollywood Care Team as a high acuity, priority response for the DMH FIT. If the Care Team is still on-scene when FIT arrives, the Care Team will transition out upon FIT arrival. The DMH mobile team will facilitate assessment, service planning and transportation to acute behavioral health care, as appropriate.
- F. To enhance acute social and behavioral health stabilization care coordination, DMH agrees to grant the City's Care Team contractor, Sycamores, limited access to DMH Integrated Behavioral Health Information System (IBHIS). Sycamores is the DMH contractor providing Mobile Crisis Outreach Team for Service Planning Area 4, where West Hollywood is located. Sycamores' Care Team staff access to IBHIS will be limited to encounters with community members experiencing acute urgent needs that require multidisciplinary care coordination in alignment with State of California Welfare and Institutions codes. The City itself will not be granted any access privileges to IBHIS.
- G. DMH agrees to work in good faith, and assist City to help the partnership run successfully and as intended in order to optimize operations.

V. INDEMNIFICATION

Each Party agrees to indemnify, defend, and hold harmless the other party, its officers, agents and employees from any and all liabilities, claims, or losses of any nature, including reasonable attorneys' fees and costs of suit, to the extent caused by, arising out of, or in connection with, the indemnifying party's negligent or

wrongful acts or omissions arising from its respective activities pursuant to this MOU.

VI. AMENDMENTS

Both Parties agree to take such action, as necessary, to amend this MOU from time to time as appropriate or to comply with the requirements of applicable provisions of law or regulations. This MOU may be amended or revised as the Parties deem necessary to further the purpose and intent of this MOU. Any revisions shall be by a written amendment to the MOU and signed by both Parties.

VII. TERMINATION

Either Party may terminate this MOU at any time for any reason upon 30 days' prior written notice to the other Party. The written notice of termination may be transmitted by electronic mail and/or the United States Postal Service.

VIII. INSURANCE

Each Party, at all times, during the term of this MOU, must maintain insurance at Party's own cost and expense.

IX. CONFIDENTIALITY

The Parties acknowledge that confidentiality of records must be maintained for all individuals in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality.

X. GOVERNING LAW

This MOU shall be governed by all applicable laws of the State of California.

XI. DISPUTE RESOLUTION

Both Parties will make a good-faith effort to resolve any disputes between them related to this MOU through informal means.

XII. ASSIGNMENT AND DELEGATION

Neither this MOU nor any duties or obligations herein may be assigned or delegated without the prior written consent of the other Party.

XIII. NOTICES

All notices or demands required or permitted to be given or made under this MOU shall be in writing and delivered by first-class registered, certified mail, or via electronic mail addressed to the Parties as identified in Exhibit 1 (County Administration) and Exhibit 2 (City of West Hollywood Administration). Changes can be made by either Party by giving 10 days' prior written notice to the other Party.

XIV. COUNTERPARTS

This MOU may be signed and delivered in two or more counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MOU, and the MOU shall not be binding on any Party until all Parties have signed it. Facsimile signatures shall be deemed for all intents and purposes as binding as original signatures.

XV. BINDING EFFECT

This MOU is binding on the parties in accordance with its terms. The parties signing below represent and warrant that they have the legal authority to bind the party for whom they are signing.

XVI. ENTIRE AGREEMENT

This MOU represents the entire integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, written or oral, regarding the matters described herein.

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IN WITNESS WHEREOF, the parties have executed this MOU, as of the date and year first written above, and the signatures of the individuals below affirm that they are duly authorized to commit and bind their respective organizations to the terms and conditions set forth in this MOU.

CITY OF WEST HOLLYWOOD

COUNTY OF LOS ANGELES

By:  _____
A535B3A7676B408...

David Wilson
City Manager
West Hollywood, CA

By:  _____

Lisa H. Wong, Psy. D.
Director of Mental Health
Los Angeles, CA

Date: 11/2/2023

Date: 11/6/2023

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

William Birnie
Senior Deputy County Counsel

COUNTY ADMINISTRATION

NAME: MOU FOR THE DMH & CITY OF WEST HOLLYWOOD ALTERNATIVE
CRISIS RESPONSE UNIT

DIRECTOR OF MENTAL HEALTH (SIGNATORY):

Name: Lisa H. Wong, Psy.D

Title: Director

Address: 510 S. Vermont Avenue

City, State, Zip: Los Angeles, CA 90020

Telephone: (213) 947-6670

E-mail
Address: LWong@dmh.lacounty.gov

COUNTY MOU LEAD

Name: Jennifer Hallman.

Title: Mental Health Program Manager II / Quality Assurance Manager

Address: 510 S. Vermont Avenue

City, State, Zip: Los Angeles, CA 90020

Telephone: (213) 943-8289

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Address: Jhallman@dmh.lacounty.gov

COUNTY CONTRACT ANALYST

Name: Michael Preston

Title: Administrative Services Manager II

Address: 510 S. Vermont Avenue

City, State, Zip: Los Angeles, CA 90020

Telephone: (213) 943-9174

E-mail
Address: MPreston@dmh.lacounty.gov

CITY OF WEST HOLLYWOOD ADMINISTRATION

NAME: MOU FOR THE DMH & CITY OF WEST HOLLYWOOD ALTERNATIVE
CRISIS RESPONSE UNIT

CITY MANAGER (SIGNATORY):

Name: David Wilson

Title: City Manager

Address: 8300 Santa Monica Boulevard

City, State, Zip: West Hollywood, CA 90069

Telephone: (323) 848-6524

E-mail
Address: DWilson@weho.org

MOU LEAD

Name: Diane Kahn-Epstein

Title: Strategic Initiatives Supervisor

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