



RALPH M. TERRAZAS
FIRE CHIEF

September 27, 2021

BOARD OF FIRE COMMISSIONERS
FILE NO. 21-090

TO: Board of Fire Commissioners

FROM: *RMT* Ralph M. Terrazas, Fire Chief

SUBJECT: LAFD COLLABORATION WITH LACDMH FOR THERAPEUTIC
VAN PILOT PROGRAM

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

SUMMARY

In 2019, Los Angeles City Fire Department (LAFD) Emergency Medical Services (EMS) Bureau was approved to conduct an innovative pilot program by the California State Emergency Medical Services Authority to evaluate paramedic's abilities to perform medical clearance and allow patients experiencing mental health emergencies to be transported to Alternate Destinations (dedicated mental health care urgent care centers) in lieu of emergency departments (ED). This one-year pilot demonstrated our department's ability to successfully apply a medical clearance checklist and greatly improve care for these vulnerable patients with no significant adverse effects while providing an overall positive impact to the EMS system. Given our expansion in mobile integrated healthcare (MIH) and our robust infrastructure, the LAFD is well positioned to integrate the Los Angeles County Department of Mental Health Services (LACDMH) Therapeutic Van pilot program to improve care for the large and growing number of patients experiencing mental health emergencies in our community.

RECOMMENDATION

That the Board:
Receive and File.

FINDINGS

Most patients in the City of Los Angeles who experience a mental health crisis are transported to a local emergency department (ED) irrespective of that ED's ability to provide mental health services. A Therapeutic Van response model will augment the LAFD's ability to safely medically clear patients who experience mental health emergencies and offer transport to Alternate Destinations such as mental health urgent care facilities. Therapeutic Vans can also provide immediate treatment by mobile mental health professionals who are trained in de-escalation techniques and offer therapeutic support. Patients can then be transported directly to a Mental Health Urgent Care Facility instead of an ED.

For those patients experiencing a mental health emergency, this Therapeutic Van pilot program will provide them with immediate access to mental health professionals and greatly enhance the level of care for this vulnerable population. The LAFD will not only incorporate its existing cadre of trained paramedics to medically clear patients with mental health emergencies, but also integrate telemedicine into the treatment algorithm when these certified paramedics are not available to safely allow transfer of care to the Therapeutic Van team.

The LAFD has identified five fire stations to house the Therapeutic Vans based on their mental health emergency call load, proximity to a Mental Health Urgent Care Facility, and inclusion within Los Angeles County Supervisorial Districts. In addition, these fire stations have also been selected based on their capacity to securely house additional apparatus and staff, and will also serve as a “home base” for the Therapeutic Van members to deploy and to utilize during their shifts to tend to any personal needs.

Therapeutic Van Location	LAFD Bureau	Mental Health Urgent Care Center	Los Angeles County Supervisorial District
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	LAC Olive View-UCLA	5

The Therapeutic Van Pilot Program measures of performance will include:

- Number of Incidents
- Number of Transports to a Mental Health Clinic
- Number of Transports to an emergency department
- Number of Incidents with Patient Refusals
- Number of Non-Transports due to Treatment/Resolution On-Scene
- Number of Incidents Requiring LAPD response
- Average Number of Incidents Per Day
- Number of Days in Service
- Average Response Time
- Average Turnaround Time
- Patient Satisfaction Survey Feedback

The Operational Therapeutic Van program consists of the following model:

- Staffing of a Peer Support Specialist, Licensed Psychiatric Technician, and Clinical Driver.
- Staff does not wear LAFD uniforms.
- Staff works two 12 hour shifts, per day.
- Clinical Driver has 6 months of experience in patient care at a hospital or institution, or in the transportation of patients to and from a hospital, mental health facility, or other institution.
- Clinical Driver has a Class B and C driver's license, and CPR and first aid certificates may be required.

- Therapeutic Vans are not licensed to respond emergency to incidents.
- Therapeutic Vans are parked in an open lot or parking structure.
- Therapeutic Vans are maintained by the LA County Internal Service Department.
- Therapeutic Vans are fueled at LA County facilities or with Voyager Cards.
- Accidents are coordinated through a third-party administrator by their Risk Management Section with an Accident Investigation Report completed by a Supervisor.
- Internal litigation management addresses and facilitates civil action, and works with their third-party administrator and Office of County Counsel.

On September 21, 2021, the City Council voted to approve the pilot program and the report from the City Legislative Analyst is attached. The Department plans on providing necessary training for the members assigned to the Therapeutic Vans beginning on October 19, 2021 and plans on deploying the first van on November 1, 2021.

CONCLUSION

The LAFD/LACDMH pilot program partnership will allow proof of concept for the integration of the Therapeutic Van model into our existing EMS deployment system and our innovative mobile integrated health efforts. It will also bring LAFD into closer collaboration with LACDMH to address other related issues, including 9-1-1 high-utilizers with mental health needs. Bringing this prehospital care delivery model to scale will also free up additional ED beds and EMS resources and allow LAFD members to respond to other time critical emergencies, improve patient care, and result in significant cost savings.

The Board report was prepared by the Deputy Chief Graham Everett, Chief of Staff and Dr. Stephen Sanko, Emergency Medical Services Bureau.


Attachment

Council File 20-1178

REPORT OF THE CHIEF LEGISLATIVE ANALYST

DATE: August 16, 2021

TO: Honorable Members of the Los Angeles City Council

FROM: Sharon M. Tso 
Chief Legislative Analyst

Council File No: 20-1178
Assignment No: 20-10-0948

SUBJECT: Revised Memorandum of Agreement with the Los Angeles County Department of Mental Health for the Therapeutic Transport Pilot Program

SUMMARY

On May 4, 2021, the Chief Legislative Analyst (CLA) released a report that addressed a September 16, 2020, Motion (Wesson – Martinez – Harris-Dawson – Blumenfield – Price – O’Farrell – Rodriguez) relative to the pending agreement between the Fire Department (LAFD) and the Los Angeles County Department of Mental Health (DMH) for the Therapeutic Transport Pilot Program, and the pending agreement between LAFD, Police Department (LAPD) and Didi Hirsch Mental Health Services for a Mental Health Services Pilot Program.

The May 4, 2021 CLA Report provided a summary of the draft Memorandum of Agreement (MOA) with DMH for the Therapeutic Transport Pilot Program and recommended several changes to the MOA prior to it being executed. The LAFD, with assistance from the Mayor’s Office, United Firefighters of Los Angeles (UFLAC) and CLA, subsequently worked with DMH to implement the recommended changes. The revised MOA (attached) has been finalized and is now submitted to Council for consideration of approval.

RECOMMENDATION

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

1. Note and file the Chief Legislative Analyst Report, dated May 4, 2021.
2. 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 Transport Pilot Program as substantially presented in the attached MOA.
3. Transfer up to \$2,000,000 from Unappropriated Balance Fund No. 100-58, Account No. 580328 (Mental Health Services Support), to the LAFD Fund No. 100-38, Account No. 003040 (Contractual Services), subject to DMH invoices approved for payment by the City Administrative Officer for the Therapeutic Transport Pilot Program;
4. 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

The May 4, 2021 CLA Report provided a summary of the draft Memorandum of Agreement (MOA) with DMH for the Therapeutic Van Pilot Program and recommended several changes to the MOA prior to it being executed. The LAFD, with assistance from the Mayor's Office and CLA, subsequently worked with DMH to implement the recommended changes. The following is a summary of the revised MOA sections.

Section I – Pilot Program Objective

This section was revised to clarify that twenty (20) DMH therapeutic transport teams (DMH Teams) will be deployed in such a manner to staff one therapeutic transport van at each of the five LAFD stations for two 12-hour shifts; seven days a week. Four DMH Teams are necessary per LAFD station because each work a 12-hour shift for three to four days a week.

Section II – Term of Agreement, Amendment and Termination

This section now states that any amendments and/or termination of the MOA are subject to the approval of the Council.

Section IV – Party Procedures and Protocols

This section now states that changes of 14 or more consecutive days to the operational schedule are subject to the approval of the Council. It also clarifies that 20 DMH Teams will be deployed as part of the Pilot Program with four DMH Teams stationed at each of the five (5) LAFD stations in order to staff one (1) therapeutic transport van at each station for two 12-hour shifts each day. Additionally, DMH Team work spaces at the fire stations was clarified to specify the work space location and restroom location at each of the five (5) fire stations that will be utilized to accommodate the three DMH Team members deployed for each 12-hour shift. Finally, technical changes were made to the LAFD Mental Health Medical Clearance Checklist (Attachment I).

Section V – Funding

This section now states that DMH shall submit monthly invoices to the City Administrative Officer for processing. It also states that the City cost reimbursement for the Clinical Drivers, assigned to the DMH Teams, will be based on actual hours they are deployed to staff therapeutic transport vans' operational schedules for the duration of the Pilot Program, in an amount not to exceed Two Million Dollars (\$2,000,000.00), as detailed in a revised Budget (Attachment II). Changes to the Budget require signed written approval by both Parties, subject to the approval of the Los Angeles City Council. Changes to the amount or eligible uses of this funding must be approved by the Los Angeles City Council. The County Invoices template (Attachments III and III-A) has also been revised to be consistent with the Budget.

FISCAL IMPACT STATEMENT

This report includes recommendations with a total value of up to \$2 million in General Fund for implementing a 12-month Therapeutic Transport Pilot Program, which will utilize Los Angeles County Department of Mental Health (DMH) therapeutic transport response in conjunction with the Fire Department's Tiered Dispatch System for calls involving patients with Mental Health Crisis. The Fiscal Year 2021-22 Adopted Budget includes \$2.2 million in the Unappropriated Balance for Mental Health Services Support of which up to \$2 million will be used to reimburse DMH for Clinical Drivers assigned to the DMH Teams as part of this Pilot Program. The DMH will fund costs associated with the Peer Support Specialists, and Licensed Psychiatric Technicians assigned to each DMH Team, as well as provide 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 with Attachments

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH AND
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 the City of Los Angeles (City), acting by and through the Los Angeles Fire Department (LAFD) (hereafter Party or Parties), for the purpose of establishing and evaluating a 12-month Therapeutic Transport Pilot Program (Pilot Program).

I. PILOT PROGRAM OBJECTIVE

The 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 often 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 an on-scene Fire unit 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, greatly enhancing the level of care for this vulnerable population.

Twenty DMH therapeutic transport teams (DMH Teams) will be deployed in the City from five LAFD stations, identified based on each station's mental health emergency call load, proximity to a mental health urgent care facility, and inclusion within County Supervisorial Districts. DMH Teams will be deployed in such a manner to staff one therapeutic transport van at each of the five LAFD stations for two 12-hour shifts each day. Each DMH Team will be staffed only with County personnel, including a Clinical Driver, Peer Support Specialist, and Licensed Psychiatric Technician. The City shall reimburse DMH for the salaries, employee benefits and overtime (based on hourly rates) of Clinical Drivers, up to 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, reduce the use of LAFD and LAPD resources for mental health emergency responses, and 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 MOA may be amended by mutual written agreement of both Parties, and subject to approval of the Los Angeles City Council. Either Party may terminate this MOA upon 30 days' written notice of said termination to the other Party, subject to approval of the Los Angeles City Council or the Los Angeles County Board of Supervisors, depending on which Party seeks termination.

III. NOTICE

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

For the City of Los Angeles:
Dr. Stephen G. Sanko, M.D.
Interim Medical Director, Los Angeles Fire Department
200 N. Main Street, Room 1860
Los Angeles, CA 90012

For DMH:
Gregory C. Polk, MPA
Chief Deputy Director
Los Angeles County Department of Mental Health
550 S. Vermont Avenue, 12th 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, except on Los Angeles County holidays (as defined in Los Angeles County Code of Ordinances Chapter 6.12.040). While the Parties anticipate that the DMH Teams will continue to operate seven days per week, if a Party determines that the DMH Teams will need to operate on a different schedule, the Parties shall confer to adopt a mutually agreeable operational schedule. Changes of 14 consecutive days or more are subject to the approval of the Los Angeles City Council.

B. Deployment of DMH Teams

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

DMH Team Location	LAFD Bureau	Mental Health Urgent Care Center	Los Angeles County Supervisorial District
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 DMH Teams deployed 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, as determined by the County.
- DMH shall ensure that DMH Teams are available to staff one therapeutic transport van at each of the five LAFD stations for two 12-hour shifts each day of the agreed-upon operational schedule. There will be no DMH Team staffing on Los Angeles County holidays as defined under Los Angeles County Code of Ordinances Chapter 6.12.040.
- DMH Teams shall not wear uniforms. However, DMH Teams shall be readily identifiable to personnel from LAFD and 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. 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 at 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 Spaces, Work Spaces, Equipment, and Supplies

1. LAFD will provide the following to DMH Teams at each of the five 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, as designated below, to accommodate up to three DMH Team members.

DMH Team Location	Work Space Location	Restroom Location
Fire Station 4	Trailer/Yard	Fire Station
Fire Station 94	Trailer/Yard	B-Building
Fire Station 59	Trailer/Yard	B-Building
Fire Station 40	Trailer/Yard	B-Building
Fire Station 77	Trailer/Yard	Trailer

- c. Entry passes, as necessary, to allow DMH Team members entry into the respective fire stations to access the work space. DMH will return all facility access passes to LAFD when a DMH Team member's individual assignment to the Pilot Program ends, or at the end of the term of the Pilot Program, whichever is sooner.
- d. For each of the five 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 solely to communicate between DMH Team members and LAFD field resources and Metropolitan Fire Communications (MFC) dispatchers.

- e. iPads installed with Mobile Computer Aided Dispatch (MCAD) software and/or installation of MCAD software on DMH iPhones to allow for receipt of dispatch information from the MFC 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. 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 assessment of the 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, subject to the approval of the Los Angeles City Council.

D. Dispatching of DMH Teams

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 Mental Health 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 Mental Health 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, and 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 clinical assessment that the 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 estimated time of arrival (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 a patient, that patient's care will be transferred to the LAFD and the patient will thereafter be treated and transported by LAFD in accordance with existing LAFD policies and procedures. The DMH Team will remain on-scene (or in a safe location nearby) until the arrival of the responding LAFD resource to ensure a smooth transition of patient care.

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 DMH 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 Mental Health 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 and State law, including in areas of privacy and security of protected health information and the sharing of information during the provision of emergency services and care.

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 quarter.
2. On a monthly 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 basis, LAFD will provide DMH with the following therapeutic transport van metrics:
 - a. Number of incidents
 - b. Number of transports to a mental health clinic, mental health urgent care clinic, or sobering center
 - c. Number of days in service

4. On a monthly basis, LAFD will provide DMH with the following therapeutic transport van metrics:
 - a. Average number of incidents per day
 - b. Number of days in service
 - c. Number of incidents in which the therapeutic transport vans are dispatched alone
 - d. Number of incidents in which the therapeutic transport vans are requested by an on-scene LAFD unit
 - e. Number of incidents that required LAFD after the therapeutic transport van was initially dispatched alone
 - f. Average response time
 - g. Average turnaround time for incidents resulting in transport
 - h. Average turnaround time for incidents not resulting in transport
5. On a monthly basis, DMH will provide LAFD with the following therapeutic transport van metrics:
 - a. Number of incidents with patient refusals
 - b. Number of non-transports due to treatment/resolution on-scene
 - c. Number of tele-health consults accessed by the therapeutic transport vans
 - d. Patient satisfaction survey feedback

V. FUNDING

- A. The County shall receive funds from the City for cost reimbursement of actual hours the Clinical Drivers assigned to the DMH Teams are deployed to staff therapeutic transport vans' operational schedules for the duration of the Pilot Program, in an amount not to exceed Two Million Dollars (\$2,000,000.00), 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, subject to the approval of the Los Angeles City Council. Changes to the amount or eligible uses of this funding must be approved by the Los Angeles City Council.
- B. The County shall submit monthly invoices (Attachment III) 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:

City Administrative Officer
200 North Main Street, Room 1500
Los Angeles, California 90012
(213) 473-7534

- D. If a City audit of the Pilot Program 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 DMH Team and report to the on-duty Station Commander while 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.

Signature page to follow.

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

Date: _____

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

By: _____
Julie Raffish, Assistant 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,
County Counsel

By: _____
Emily D. Issa, Deputy County Counsel

MENTAL HEALTH MEDICAL CLEARANCE CHECKLIST

The patient <i>does not</i> have any acute or obvious medical complaints or injuries	TRUE <input type="checkbox"/>	FALSE <input type="checkbox"/>
The patient is able to follow simple commands	TRUE <input type="checkbox"/>	FALSE <input type="checkbox"/>
Pulse rate is between 60-120 bpm	TRUE <input type="checkbox"/>	FALSE <input type="checkbox"/>
Systolic blood pressure is <i>greater than</i> 100 mm hg	TRUE <input type="checkbox"/>	FALSE <input type="checkbox"/>
Respiratory rate is between 12-24	TRUE <input type="checkbox"/>	FALSE <input type="checkbox"/>
Spo2 is <i>greater than or equal to</i> 94%	TRUE <input type="checkbox"/>	FALSE <input type="checkbox"/>
No obvious evidence of trauma above the clavicles	TRUE <input type="checkbox"/>	FALSE <input type="checkbox"/>
The patient <i>is not</i> combative/aggressive	TRUE <input type="checkbox"/>	FALSE <input type="checkbox"/>

All GREEN: Therapeutic Van personnel can proceed with evaluation.

Any RED: REQUEST LAFD ambulance for medical assessment.

FOR TRANSPORT TO EXODUS:

Patient is ambulatory and does not use a wheel chair	TRUE <input type="checkbox"/>	FALSE <input type="checkbox"/>
Patient does not have any open wounds requiring more than first aid	TRUE <input type="checkbox"/>	FALSE <input type="checkbox"/>
Patient does not require special medical equipment or appliances	TRUE <input type="checkbox"/>	FALSE <input type="checkbox"/>
Patient is not autistic or developmentally delayed	TRUE <input type="checkbox"/>	FALSE <input type="checkbox"/>
Patient is not overtly intoxicated	TRUE <input type="checkbox"/>	FALSE <input type="checkbox"/>

All GREEN: Therapeutic Van personnel can transport to Exodus.

Any RED: Patient **CANNOT** be transported to Exodus.

Patients must have all fields in green for members to request a Mental Health Unit response.

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

Description	Hourly Rate	Annual Hours Less Holidays	Full Time Equivalents	Amount *
Regular Salaries **	\$ 34.08	1,992	22.0	\$ 1,494,000
Overtime Salaries **	51.12	450	22.0	506,000
Total				<u>\$ 2,000,000</u>

* Rounded to the nearest thousand.

** Rates listed are average hourly rates plus DMH's employee benefits percentage. Invoices (Attachment III-A) will include actual hourly rates of drivers employed plus employee benefits rate.

LOS ANGELES COUNTY - DEPARTMENT OF MENTAL HEALTH
THERAPEUTIC TRANSPORT PILOT PROGRAM
WITH LOS ANGELES CITY FIRE DEPARTMENT
FISCAL YEAR 2021-22
Monthly Cost Reimbursement Form
INVOICE (Service Dates):

EXPENDITURES**HOURS****RATE****AMOUNT**

Regular Salaries

-

Overtime Salaries

-

Employee Benefits

Totals - \$ -

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:

LOS ANGELES COUNTY - DEPARTMENT OF MENTAL HEALTH
THERAPEUTIC TRANSPORTATION PILOT PROGRAM
LOS ANGELES CITY FIRE DEPARTMENT
FISCAL YEAR 2021-22
Monthly Cost Reimbursement Form
INVOICE (Service Date):

Location: _____ Employee #: _____ Employee Name: _____

[illegible]