

City of Fayetteville Staff Review Form

2019-0453

Legistar File ID

8/6/2019

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Don Marr, Chief of Staff

7/24/2019

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Memorandum of Understanding between the City of Fayetteville and Washington County for the use and participation with Northwest Arkansas Crisis Stabilization Unit with no budget impact cost for 2019.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	<u>No</u>	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	<u>No</u>	Item Cost	\$ -
Budget Adjustment Attached?	<u>No</u>	Budget Adjustment	\$ -
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



TO: Mayor Lioneld Jordan
City Council

THRU: City Attorney
City Clerk
Mayor Lioneld Jordan

FROM: Don Marr, Chief of Staff
Greg Tabor, Chief of Police

DATE: July 24, 2019

**SUBJECT: Approval of Memorandum of Understanding with Northwest Arkansas
Crisis Stabilization Unit**

RECOMMENDATION:

To approve the memorandum of understanding for the City of Fayetteville to utilize the Northwest Arkansas Crisis Stabilization Unit.

BACKGROUND:

In June of this year, the County Judge Joseph Woods and County Attorney Brian Lester requested the City of Fayetteville to sign a memorandum of understanding with Washington County and the Northwest Arkansas Stabilization Unit to assist in the maintenance and operation of the NWA Crisis Stabilization Unit

The State of Arkansas enacted Act 423 of 2017, otherwise known as the Criminal Justice Efficiency and Safety Act of 2017, which authorized the opening of regional crisis stabilization units and provided partial funding for the staffing of these units. Washington County recognizes that they have a responsibility to maintain and operate jails and acknowledge that there is an ever-increasing number of persons incarcerated in the Washington County Jail with mental health and co-occurring substance abuse issues. The City of Fayetteville and Washington County are searching for alternative solutions to incarceration.

Washington County has secured an appropriate facility for the Northwest Arkansas Crisis Stabilization Unit which will help people stay out of jail by offering mental health and co-occurring substance treatment. These individuals tend to stay longer in jail and upon release, are at a higher risk of recidivism than people without these disorders.

DISCUSSION:

Washington County Judge Joseph Woods received state funding through State of Arkansas grant to establish a Crisis Stabilization Unit to provide services to individuals suffering from mental health and co-occurring substance treatment for a four (4) County area, which includes Washington County and the City of Fayetteville AR. In order for the City of Fayetteville to utilize

the NWACSU and have options for taking individuals to a location other than the Washington County Jail the City will need to approve the attached MOU.

BUDGET/STAFF IMPACT:

This request will cost the City \$40.00 per day up to the length of stay for each individual the City delivers to the NWACSU for treatment. The medical services provider shall determine the length of stay necessary. The length of stay for an individual admitted to the Unit shall not exceed the amount of time allowed by state and federal law. (The average length of stay shall not exceed 72 hours, and under no circumstances shall the length of stay exceed 96 hours.)

This fee is waived in Section 3 of the MOU for 2019, stating "The payments identified ... shall commence on January 1, 2020".

The Washington County Judge and the Criminal Justice Advisory Board shall review the fee amount annually and send notice of modifications by September 1st of each year and these modifications shall go into effect January 1st of the following year. All modifications shall be given in writing and shall be signed by the participating counties, cities and law enforcement agencies.

If the City of Fayetteville fails to appropriate funds for subsequent periods within the term of this agreement, the City shall not be obligated to make payments beyond the then current fiscal appropriation period. So, the City Council will approve funding each year and if it chooses not to, the agreement ends.

Additionally, the City can exercise its right to terminate this agreement if the conflict cannot be resolved or by notifying all other agencies in writing at least thirty (30) days prior to such termination.

Attachments:

Memorandum of Understanding with Northwest Arkansas Crisis Stabilization Unit,
Attachment 1 (Data Sharing),
Attachment 2 (Criteria for Admission),
Admission and Exclusion Criteria for Law Enforcement

MEMORANDUM OF UNDERSTANDING

NORTHWEST ARKANSAS CRISIS STABILIZATION UNIT

This Memorandum of Understanding (“MOU”) is entered into by and between Washington County, Arkansas (“Washington County”) and the City of Fayetteville (“Fayetteville”).

W I T N E S S E T H :

WHEREAS, counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jail each year; and,

WHEREAS, prevalence rates of serious mental illnesses in jails are three to six times higher than for the general public; and,

WHEREAS, almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders; and,

WHEREAS, adults with mental illnesses tend to stay longer in jail and, upon release, are at a higher risk of recidivism than people without these disorders; and,

WHEREAS, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs; and,

WHEREAS, without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families; and,

WHEREAS, all counties take pride in their responsibility to protect and enhance the health, welfare, and safety of its residents in efficient and cost-effective ways; and,

WHEREAS, Washington County has secured an appropriate facility for the Northwest Arkansas Crisis Stabilization Unit (“NWACSU”), which will help people stay out of jail by offering mental health and co-occurring substance treatment; and,

WHEREAS, through Stepping Up, the National Association of Counties, The Council of State Governments Justice Center, and the American Psychiatric Association Foundation are encouraging public, private, and nonprofit partners to reduce the number of people with mental illnesses in jails; and,

WHEREAS, the Counties recognize that they have a responsibility to maintain and operate jails and acknowledge that there are increasing numbers of persons incarcerated in their respective county jails with mental health and co-occurring substance abuse issues and that jails are searching for alternative solutions to incarceration; and,

WHEREAS, in an attempt to address these growing concerns the State of Arkansas enacted Act 423 of 2017, otherwise known as the Criminal Justice Efficiency and Safety Act of 2017, which authorized the opening of regional crisis stabilization units and provided partial funding for the staffing of said units; and,

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WHEREAS, the Counties and Cities acknowledge that Washington County alone cannot, and should not, be solely responsible for the maintenance and operations of the NWACSU; and,

WHEREAS, the Counties and Cities desire to enter into a contractual agreement whereby County and City funds are made available to Washington County to assist in the maintenance and operation of the NWACSU.

IT IS THEREFORE HEREBY AGREED THAT:

Section 1. Payments. To help defray the cost of personnel, supplies, and services provided by the NWACSU, the City of Fayetteville agrees to pay forty dollars (\$40.00.) per day, up to the length of stay, for each individual it delivers to the NWACSU for treatment. The medical services provider shall determine the length of stay necessary. A day is defined as any amount of time, during a calendar day, after acceptance for admission into the NWACSU.

Section 2. Annual Review. The Washington County Judge and the Criminal Justice Advisory Board shall review the amount listed in Section 1 annually and send notice of modifications by September 1st of each year and said modifications shall go into effect January 1st of the following year. All modifications shall be in writing and signed by the participating counties, cities and law enforcement agencies.

Section 3. Payment Due Date. Washington County shall send an itemized bill to each County and City by the fifteenth (15th) day of each month. The payments identified above shall commence on January 1, 2020.

Section 4. Use. Each County and City shall be responsible for transporting individuals to the NWACSU. If the NWACSU is at maximum capacity and unable to accept new individuals, the medical services provider will provide verbal notification to each CIT officer that calls in while the facility is closed to admissions.

Section 5. Ratification. If a County or City fails to ratify this agreement, that County or City may not participate in the NWACSU.

Section 6. Duration. The duration of this agreement shall be perpetual, unless and until the State of Arkansas reduces or withdraws funding of the NWACSU.

Section 7. Non-appropriation. Notwithstanding anything contained in this Agreement to the contrary, if a County or City fails to appropriate funds for subsequent periods within the term of this Agreement, the County or City shall not be obligated to make payment(s) beyond the then-current fiscal appropriation period provided that once an appropriation is made, the County or City is obligated to provide funds for that appropriation period.

Section 8. Change of Designee. Should a County or City need to change its designee, the County or City shall immediately provide written notice to Washington County and the contracted medical services provider, so as to ensure that said County or City is provided with updates regarding current billing information.

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Section 9. Ownership and Disposition of Property. Washington County owns and will continue to own, or will enter into a lease agreement, for the facility that will house the NWACSU. All personal property, i.e. furniture, medical equipment, computer equipment, etc., provided at the facility is, and will continue to be, the property of Washington County. Cities and counties will have no legal authority, right, or title to the facility that houses the NWACSU or the personal property contained therein.

Section 10. Length of Stay. The length of stay for an individual admitted to the NWACSU shall not exceed the amount of time allowed by state and federal law. The average length of stay shall not exceed 72 hours, and under no circumstances shall the length of stay exceed 96 hours.

Section 11. Program Goal. The goal of the program is to improve the lives of individuals with behavioral health issues by assisting them to gain access to case management and other appropriate resources in the community.

Section 12. Criminal Justice Advisory Board. The Northwest Arkansas Criminal Justice Advisory Board ("CJAB") will periodically review data and records of the participating jails and the NWACSU in order to assist with the transfer of data and/or make recommendations for protocols for the efficient use of criminal justice resources when applicable. Additionally, the Board will provide information regarding NWACSU activities and accomplishments to the Washington County Quorum Court upon request. Members of the Advisory Board will be appointed by the Washington County Judge.

Section 13. Individual Agency Responsibilities and Staff Commitments:

WASHINGTON COUNTY

1. Washington County will contract for and fund the construction of the NWACSU facility.
2. Washington County will provide ongoing maintenance and utilities for the NWACSU.
3. Washington County will enter into and manage the services contract with a medical services provider for the NWACSU.
4. Initially, only mental health and co-occurring substance abuse services will be provided at the NWACSU. In the future, sobering beds may added to the scope of services.
5. Washington County will participate as an active member in the CJAB.
6. Washington County will provide necessary training to new or replacement committee members.
7. Washington County will receive, analyze, and report all required data as required by the State of Arkansas ("State") in order to receive reimbursement for funding of the NWACSU.
8. Washington County will ensure that the medical services provider reports all data necessary to continue participation in the State CSU pilot program.

PARTICIPATING COUNTIES, CITIES AND LAW ENFORCEMENT AGENCIES

1. The designated representative of each county and law enforcement agency shall contribute data to the program as defined in Attachment 1, Data Collection and Sharing.

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2. The Counties and law enforcement agencies will ensure that its officers receive CIT training as required by state law.
3. The Counties and law enforcement agencies shall provide funding as agreed upon herein.
4. The law enforcement agencies shall provide transportation to the facility by a CIT trained officer, or his or her designee, for any individual who meets the agreed upon criteria for admission to the NWACSU as defined in Attachment 2, Criteria for Admission.
5. The law enforcement agencies agree that individuals may be sent to the NWACSU from jails or community mental health centers. At this time, the NWACSU shall prioritize services for individuals with whom CIT trained officers have made contact with during the normal course of their business and a determination that the individual meets the agreed upon criteria for admission to the NWACSU as defined in Attachment 2, Criteria for Admission is made. These individuals have not been charged with a crime or booked into a jail.
6. The Counties and law enforcement agencies will abide by all policies and procedures developed and agreed to between Washington County and the medical services provider, including but not limited to submittal of basic information prior to drop-off at the CSU; criteria for admissions.

Section 14. Agreement. In creating this partnership and uniting around the goal of improving public safety, we are pledged to enhance communication and cooperation among regional counties, law enforcement agencies, and the medical services provider. Through this linkage of services, we expect improved outcomes and effectiveness in addressing the needs of persons with behavioral health issues.

Section 15. Data Sharing. The partners agree that sharing data between and among themselves is crucial to the success of the NWACSU. Thus, the partners agree to develop a plan and protocols for the collection and sharing of program data, and to share all needed data, as long as doing so does not violate any law or regulation. Any information used and collected will be for the sole purpose of the NWACSU. Confidentiality of the program participant is paramount. However, compiled data, absent any individually identifying information, will be provided to State as required for continued participation in the State's crisis stabilization unit pilot program, for reimbursement purposes from the State, and to seek other funding sources, such as grants.

Section 16. Conflict Resolution. Any conflict that arises will be referred to the Washington County Judge's Office for resolution. Washington County shall attempt to resolve the problem to ensure continuation of the Program. If unable to resolve the conflict, the individual county or city can exercise its right to terminate.

Section 17. Agreement Modifications. Any individual county or city wishing to amend and/or modify this Agreement will notify the Washington County Judge's Office. Washington County will address the issue(s) for the purpose of modifying and/or amending the Agreement. Otherwise, the MOU shall be reviewed annually, beginning on January 1, 2020, by the Washington County Judge's Office to ensure compliance with best practices. All modifications shall be in writing and signed by the participating counties and law enforcement agencies.

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Section 18. Termination of Agreement. Individual counties or law enforcement agencies contemplating termination of their participation in this Agreement shall first notify Washington County of their concerns. Washington County shall attempt to resolve the problem to ensure continuation of the program. If unable to resolve the problem, the individual county or city can exercise its right to terminate this Agreement for a material breach of this Agreement or by notifying all other agencies in writing a minimum of thirty (30) days prior to such termination.

Section 19. Term. This MOU is effective when it is signed by all the parties and shall remain in effect until terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington County Judge

Date

Mayor of Fayetteville

Date

7/24/2019

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**MEMORANDUM OF UNDERSTANDING
NORTHWEST ARKANSAS CRISIS STABILIZATION UNIT**

ATTACHMENT 1

DATA SHARING

This attachment to the Memorandum of Understanding (“MOU”) for the Northwest Arkansas Crisis Stabilization Unit (“NWACSU”) provides detail as to the data-sharing component of the MOU. The details below are subject to modification upon negotiation among and agreement between the parties to the MOU.

Considerations

There are several points of common understanding that convey the spirit of this attachment:

1. “Data” means individual-level and comprehensive information housed in the party’s records management system(s), to include, but not limited to, the following field descriptors; name, age, date of birth, race, sex, Social Security Number, individual’s address, location of arrest, type hold, type charge, classification (felony or misdemeanor), court information, dispatch information (e.g., how the call was initiated, how many officers were deployed, how many ambulances were deployed, was a Crisis Intervention Team Officer involved, if not was a an officer with Crisis Intervention Training on scene, was the arrestee violent or did the officers use force), total number of individual’s incarcerated, total number of incarcerated individuals with a serious mental illness, total number of individuals who screen positive on a mental health screen, total number of individuals who screen positive on a substance abuse screen, number of individuals who are diagnosed with a serious mental illness while incarcerated, average length of stay for individuals without a serious mental illness, average length of stay for individuals with a serious mental illness, recidivism rate for those without a serious mental illness, and recidivism rate for those with a serious mental illness.
2. “De-identify” means that parties will be responsible for removal of individual identifiers (name, Social Security Number, address) and, when necessary, replace them with alternative unique identifiers prior to the transfer of arrest information to Washington County.
3. Parties shall deliver Data through a mutually agreed upon format and secured data transmission process. Counties and law enforcement agencies are responsible for the security of the Data prior to and during transmission. Recipient is responsible for the security of the Data after transmission.
4. Whenever possible, the parties will share existing Data, rather than having to collect/ create new Data that does not exist at the time of this agreement.
5. All of the parties agree that, to the extent possible, the parties wish to operate the Deflection Program efficiently, while avoiding the creation of new work for their individual staff.
6. The Data provided to the Program will be restricted to that which is needed for the Program’s purposes.
7. Parties may not use the Data to contact any individual who is the subject of the information.

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8. At all times, the parties in the Program will be the owners of their own Data.
9. At all times, the parties in the Program will de-identify mental health information received in the course of Program activities and shall be kept such Data confidential and nonpublic, and in accordance with applicable federal, state, and local laws. *See* Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5), (collectively referred to hereinafter as "HIPAA"); Ark. Code Ann. § 25-19-105.
10. All parties to the MOU are bound by applicable laws and regulations at the federal, state, and local levels.
11. Parties shall report to the involved party within twenty-four (24) hours of becoming aware of any security breach or use or disclosure of the party's Data in violation of this Agreement or applicable law.

Data specifics

1. The initial Data that will be provided to the medical services provider, as the central point for the Program, includes the following as available:
 - Name
 - Date of birth
 - Contact information for the individual
 - Date, time and location of call
 - Time spent on call
 - Case notes- including previous law enforcement contact with the individual
 - Answer to questions:
 - "Would this person benefit from behavioral health/substance abuse services?"
 - "Is the person open to treatment and follow-up contact?"

The above Data will be provided by the law enforcement agency prior to dropping off the individual at the CSU.

2. Each participating county/local jail shall immediately provide medical records to the NWACSU upon receipt of a signed authorization and/or release provided by the NWACSU or pursuant to a simple request from NWACSU, if a Business Associate Agreement has been entered into.
3. Each participating county/local jail and law enforcement agency shall provide Data and records as requested by the CJCC.
4. Each participating county/local jail and law enforcement agency shall provide Data and records as requested by Washington County for the purpose of seeking reimbursement from the State and/or compiling data to seek additional opportunities to grow the NWACSU Program.
5. Each participating county/local jail and law enforcement agency shall provide Data and records in accordance with the rules promulgated by the Arkansas Crime Information Center (ACIC) pursuant to Act 423 of 2017.

Modifications

The specifics of this attachment are subject to modification by the partners to the MOU. Requested/proposed modifications will be subject to the modification provision in the MOU.

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**MEMORANDUM OF UNDERSTANDING
NORTHWEST ARKANSAS CRISIS STABILIZATION UNIT**

ATTACHMENT 2

CRITERIA FOR ADMISSION

DEFINITION: A Crisis Stabilization Unit (CSU) is defined as a program of non-hospital emergency services, with sixteen or fewer beds, providing crisis stabilization for individuals who are experiencing a behavioral health crisis and/or detained by law enforcement, as authorized by Act 423 of 2017. CSUs provide observation, evaluation and emergency treatment and referral, when necessary, for inpatient psychiatric or substance use disorder treatment services.

DESCRIPTION OF SERVICE: This level of care provides a facility-based program where patients with an urgent/emergent need can receive crisis stabilization services in a safe, structured setting. It provides continuous 24-hour observation and supervision for individuals who do not require intensive clinical treatment in an inpatient setting and would benefit from a short-term structured stabilization setting. The primary objective of the CSU is to promptly conduct a comprehensive assessment of the patient and to develop a treatment plan with emphasis on crisis intervention services necessary to stabilize and restore the patient to a level of functioning that requires a less restrictive level of care. CSU stays are short-term, with efficient and coordinated transfer of the individual to a less restrictive level of care following stabilization or a more restrictive level of care as needed. Prior to discharge, there is a documented active attempt at coordination of care with appropriate community-based services or agencies. Licensure and credentialing requirements specific to facilities and individual practitioners do apply and are found in the Arkansas Department of Human Services, Behavioral Health Acute Crisis Unit Certification.

ADMISSION CRITERIA: All the following criteria are necessary for admission to this level of care.

1. A law enforcement officer, employed by a participating county and/or law enforcement agency, who has received crisis intervention training ("CIT") as mandated by state law, makes contact with the individual and determines that the CSU is an appropriate option for the individual.
2. Law enforcement has not made contact with the individual due to the commission of a felony level offense.
3. The individual is eighteen (18) years old or older.
4. The individual presents with acute onset or exacerbation of a behavioral health related condition, not constituting an immediate substantial likelihood or harm, but if left untreated may deteriorate into a behavioral health emergency.
5. There is clinical evidence that the individual's active symptomology is consistent with a DSM 5 diagnosis that is primarily psychiatric in nature (i.e., not solely due to developmental disability, neurological condition, or substance abuse disorder).

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6. The individual's condition can be reasonably expected to respond to intensive, structured intervention and stabilization, allowing the individual to continue to receive services at a less restrictive level of care.
7. The individual voluntarily consents to receive services at this level of care.
8. The individual is presently on an involuntary commitment but is without a current pick up order issued by the court.
9. Priority of admission shall be given to individuals in the "Cohort Group" established by Washington County as required by DHS for participation in the CSU Pilot Program. The "Cohort Group" shall consist of all individuals in the counties of Washington, Madison, Benton, and Carroll.
10. If the NWACSU is at maximum capacity and unable to accept new individuals, the medical services provider will provide verbal notification to each CIT officer that calls in while the facility is closed to admissions.

EXCLUSION CRITERIA: Any of the following criteria are sufficient for exclusion from this level of care:

1. The individual's psychiatric and/or medical condition is of such severity that it can only be safely treated in an inpatient setting, including, but not limited to:
 - a. The individual demonstrates suicidal/assaultive/destructive ideas, threats, or plans, which present risk to self or others as evidenced by degree of intent, lethality of plan, means, hopelessness or impulsivity.
 - b. The individual is imminently unable to care adequately for his/her own physical needs due to disordered/bizarre behavior to the extent that immediate stabilization is required.
 - c. The individual meets InterQual criteria for admission to a hospital for planned medical detox.
 - d. The individual is presently on conditional release under Act 911.
 - e. The individual is presently on involuntary commitment with a current pick up order that has been issued by the court.
2. The individual has a history of poorly controlled epilepsy as show by seizures in the last seven (7) days.
3. The individual has had a recent head injury, which was observed by the referring party.
4. Individuals with casts, canes, or who are otherwise non-ambulatory.
5. Individuals with open wounds requiring extensive wound care.
6. The individual can be safely maintained and effectively treated in a less intensive and less restrictive level of care.
7. The primary problem is socioeconomic (i.e., family conflict, lack of housing etc.) or one of physical health without a concurrent major psychiatric episode meeting criteria for this level of care.
8. The care being provided to the individual is primarily custodial in nature.
9. Individuals who attempt to "walk-into" the NWACSU.

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CONTINUED STAY CRITERIA: All the following criteria are necessary for continuing treatment at this level of care:

1. The individual's condition continues to meet admission criteria at this level of care and does not require a more intensive level of care.
2. Care is rendered in a clinically appropriate manner, is focused on the individual's behavioral and functional outcomes and is carefully structured to achieve optimum results in the most time efficient manner possible consistent with sound clinical practice.
3. Progress in relation to specific symptoms or impairments is clearly evident and can be described in objective terms, but goals of treatment have not yet been achieved or there has been clinically appropriate treatment plan adjustments to address the lack of progress.
4. There is a documented active attempt at coordination of care with appropriate community-based services or agencies.

DISCHARGE CRITERIA: Any of the following criteria are sufficient for discharge at this level of care:

1. The individual's documented treatment plan goals and objectives have been substantially met.
2. The individual has clinically improved and stabilized to the point where they can be safely maintained and effectively treated in a less intensive and less restrictive level of care.
3. The individual is not making progress toward treatment goals and there is no reasonable expectation of progress at this level of care.
4. The member is not likely to respond or is not responding to stabilization efforts and requires a more structured, monitored, and locked unit in order to assure the member's or others' safety.
5. The individual is in need of acute medical treatment requiring a hospital setting.

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ADMISSIONS AND EXCLUSION CRITERIA FOR LAW ENFORCEMENT

The NWACSU will perform admissions twenty-four hours a day, seven days a week, three-hundred and sixty-five days of the year.

ADMISSION CRITERIA:

1. A law enforcement officer, employed by a participating county and/or law enforcement agency, who has received crisis intervention training ("CIT") as required by state law, makes contact with the individual and determines that the NWACSU is an appropriate option for the individual.
2. The individual is eighteen (18) years old or older.
3. The individual is exhibiting symptoms of a mental health disorder.
4. The individual's behavior is not solely due to intoxication.
5. The individual is not actively suicidal or homicidal (i.e. does not have an immediate plan or intent to hurt self or others).
6. The individual would benefit from NWACSU services.
7. The individual voluntarily consents to receive services at the NWACSU.
8. The individual is presently on an involuntary commitment but is without a current pick up order issued by the court.
9. Priority of admission shall be given to individuals in the Cohort Group as established by Washington County.

EXCLUSION CRITERIA:

1. Acute intoxication that results in inability to walk.
2. Gross functional impairment for any reason, medical or psychiatric (i.e. unable to speak or manage basic needs, such as basic hygiene, toileting, etc.).
3. Medical conditions that would warrant the NWACSU an unsafe facility for the individual (i.e. individuals with casts, canes, open wounds that require wound care, etc.).
4. History of aggressive acts toward staff in facility settings.
5. The individual is presently on conditional release under Act 911.
6. The individual is presently on involuntary commitment with a current pick up order that has been issued by the court.

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