R-18- 19

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN INTERLOCAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING TO ASSIST IN THE MAINTENANCE AND OPERATION OF THE PULASKI COUNTY REGIONAL CRISIS STABILIZATION UNIT

WHEREAS, Ark. Code Ann. §§ 25-20-101 et seq. (hereafter "the Interlocal Cooperation Act") provides for interlocal cooperation agreements between various political subdivisions of the State of Arkansas; and

WHEREAS, Section 104(h) of the Interlocal Cooperation Act allows cities, counties, and other units of government to enter into informal agreements to share resources without burdensome procedural requirements; and

WHEREAS, the City of North Little Rock, the City of Little Rock, the City of Maumelle, the City of Sherwood, the City of Jacksonville, Pulaski County, Saline County, Faulkner County, Garland County, Grant County, Lonoke County, Perry County, and Jefferson County recognize that the Counties have a responsibility to maintain and operate jails and acknowledge that there are increasing numbers of persons incarcerated with mental health and co-occurring substance abuse issues; and

WHEREAS, Pulaski County has dedicated up to one-million dollars (\$1,000,000.00) to secure an appropriate facility for the Pulaski County Regional Crisis Stabilization Unit ("PCRCSU") designed to help people stay out of jail by offering mental health and co-occurring substance treatment; and

WHEREAS, the City of North Little Rock desires to enter into an Interlocal Agreement and Memorandum of Understanding with the City of Little Rock, the City of Maumelle, the City of Sherwood, the City of Jacksonville, Pulaski County, Saline County, Faulkner County, Garland County, Grant County, Lonoke County, Perry County, and Jefferson County to help defray the maintenance and operation costs of the PCRCSU.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute an Interlocal Agreement substantially similar to the agreement attached hereto as Exhibit A and Memorandum of Agreement substantially similar to the agreement attached hereto as Exhibit B to assist in the maintenance and operation of the Pulaski County Regional Crisis Stabilization Unit and defray cost of said maintenance and operation.

its adoption.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

SECTION 2. That this resolution shall be in full force and effect from and after

__ P.M.

FILED 11:55 A.M. _ By Any rields

DATE 10-19-18

Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas

RECEIVED BY J. USSEry

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into by and between Pulaski County, Arkansas ("Pulaski County") and the Counties of Saline, Faulkner, Garland, Grant, Lonoke, Perry, and Jefferson ("Counties") and the Cities of Little Rock, North Little Rock, Sherwood, Jacksonville, and Maumelle ("Cities"). Pursuant to the authority of Ark. Code Ann. § 25-20-101 *et. seq.*, and will become binding on all parties upon ratification by the Quorum Courts of all counties.

WITNESSETH:

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 cooccurring 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, Pulaski County has dedicated up to one-million dollars (\$1,000,000.00) to secure an appropriate facility for the Pulaski County Regional Crisis Stabilization Unit ("PCRCSU"), 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,

EXHIBIT

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

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

IT IS THEREFORE hereby agreed that:

- Section 1. Payments. To help defray maintenance and operation costs of the PCRCSU, the Counties and Cities agree to pay fifty dollars (\$50.00.) per day, up to the length of stay, for each individual they deliver to the PCRCSU 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 PCRCSU.
- Section 2. Annual Review. The Pulaski County Judge shall review the amount listed in Section 1 annually and send notice of modifications by November 1st of each year. All modifications shall be in writing and signed by the participating counties, cities and law enforcement agencies.
- Section 3. Payment Due Date. Pulaski County shall send an itemized bill to each County and City by the tenth day of each month. The payments identified above shall commence on 1, 2017.
- <u>Section 4.</u> <u>Use.</u> Each County and City will transport individuals to and from the PCRCSU in conformance with the Memorandum of Understanding ("MOU"), which is incorporated by reference and made a part of this Interlocal Agreement as if stated word for word therein. If the PCRCSU 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 PCRCSU.
- <u>Section 6.</u> <u>Duration.</u> The duration of this agreement shall be perpetual, unless and until the State of Arkansas reduces or withdraws funding of the PCRCSU.
- 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 Pulaski County and the contracted medical services provider, so as to ensure that said County or City is provided with updates regarding current billing information.
- Section 9. Ownership and Disposition of Property. The County owns and will continue to own, or will enter into a lease agreement, for the facility that will house the PCRCSU. All personal property, i.e. furniture, medical equipment, computer equipment, etc., provided at the

facility is, and will continue to be, the property of the medical services provider. Cities and counties will have no legal authority, right, or title to the facility that houses the PCRCSU or the personal property contained therein.

Please print the name and address for the following designees:

Designee for Pulaski County	Designee for Faulkner County
Phone number	Phone number
E-mail address	E-mail address
Designee for Garland County	Designee for Grant County
Phone number	Phone number
E-mail address	E-mail address
Designee for Lonoke County	Designee for Perry County
Phone number	Phone number
E-mail address	E-mail address
Designee for Saline	Designee for Jefferson County
Phone number	Phone number
E-mail address	E-mail address

Signatures:

Revised 10/27/17

Pulaski County Judge/CEO	Date
Saline County Judge/CEO	Date
Faulkner County Judge/CEO	Date
Garland County Judge/CEO	Date
Grant County Judge/ CEO	Date
Lonoke County Judge/CEO	Date
Perry County Judge/CEO	Date
Jefferson County Judge/CEO	Date
Mayor of the City of Little Rock	Date
Mayor of the City of North Little Rock	Date
Mayor of the City of Sherwood	Date
Mayor of the City of Jacksonville	Date
Mayor of the City of Maumelle	Date

MEMORANDUM OF UNDERSTANDING PULASKI COUNTY REGIONAL CRISIS STABILIZATION UNIT

AGREEMENT between the counties of Pulaski, Saline, Perry, Garland, Grant, Faulkner, Lonoke, and Jefferson and the Cities of Little Rock, North Little Rock, Sherwood, Jacksonville, and Maumelle. The parties to this Agreement endorse the mission and goals of the Behavioral Health Deflection Program and the establishment of the Pulaski County Regional Crisis Stabilization Unit ("PCRCSU") as a pilot program authorized by Act 423 of 2017. By addressing behavioral health and related issues in the community, and thus limiting the number of participants who become enmeshed in the criminal justice system, those participants will realize improved quality of life. The parties recognize that for the Behavioral Health Deflection Program to be successful, cooperation and collaboration must occur among the partners in the Program.

The parties are acting pursuant to existing legal authority. This Memorandum ("MOU") does not create any new authority to act. This MOU sets forth the intentions of the parties to act pursuant to their individual missions.

Mission Statement

The mission of the Stepping Up Initiative, which has provided the impetus for the Behavioral Health Deflection Program, is to "help advance counties' efforts to reduce the number of adults with mental and co-occurring substance use disorders in jails."

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.

Criminal Justice Coordinating Committee

The Pulaski County Criminal Justice Coordinating Committee ("CJCC") will periodically review data and records of the participating jails and the PCRCSU 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 Committee will provide information regarding PCRCSU activities and accomplishments to the Pulaski County Quorum Court upon request. Members of the Advisory Committee will be appointed by the Pulaski County Judge.

Individual Agency Responsibilities and Staff Commitments

PULASKI COUNTY

- 1. Pulaski County will contract for and fund the construction of the PCRCSU facility.
- 2. Pulaski County will provide ongoing maintenance and utilities for the PCRCSU.
- 3. Pulaski County will enter into and manage the services contract with a medical services provider for the PCRCSU.
- 4. Initially, only mental health and co-occurring substance abuse services will be provided at the PCRCSU. In the future, sobering beds may added to the scope of services.
- 5. Pulaski County will participate as an active member in the CJCC.
- 6. Pulaski County will provide necessary training to new or replacement committee members.



- 7. Pulaski 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 PCRCSU.
- 8. Pulaski 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 contributes data to the program as defined in Attachment 1, Data Collection and Sharing.
- 2. The Counties and law enforcement agencies will ensure that its officers receive CIT training as required by state law.
- 3. The Counties agree that their local and/or regional jails will implement the use of the Correctional Mental Health Screen for Men (CMHS-M), the Correctional Mental Health Screen for Women (CMHS-W), the Texas Christian University (TCU) Screen V for substance abuse, by the date services are initiated at the PCRCSU or one week after the State provides training for use and implementation of the tools, whichever is sooner.
- 4. The Counties agree that local and/or regional jails will implement the use of the criminogenic risk assessment tool recommended by the Interagency Task Force for the Implementation of Criminal Justice Prevention Initiatives, by the date services are initiated at the PCRCSU or one week after the State provides training for use and implementation of the tools, whichever is sooner.
- 5. The Counties and law enforcement agencies shall provide funding as agreed upon in the interlocal agreement, which is attached hereto as Attachment 3 and made a part of this MOU as if stated word for word herein.
- 6. The Counties and law enforcement agencies shall provide transportation to and from the facility by a CIT trained officer for any individual who meets the agreed upon criteria for admission to the PCRCSU as defined in Attachment 2, Criteria for Admission.
- 7. The Counties and law enforcement agencies agree that individuals may not be sent to the PCRCSU from jails, community mental health centers or "walk-in" off the street. At this time, the PCRCSU is strictly reserved 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 PCRCSU as defined in Attachment 2, Criteria for Admission is made. These individuals have not been charged with a crime or booked into a jail.
- 8. The Counties and law enforcement agencies will abide by all policies and procedures developed and agreed to between Pulaski 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; securing of weapons while at the CSU; the pick-up and return transportation of an individual from the CSU to their county and/or city of origin within a maximum of two (2) hours of notification by the medical services provider for all participants in Pulaski County and within a maximum of three (3) hours of notification by the medical services provider for all other participating counties.

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.

Data Sharing

The partners agree that sharing data between and among themselves is crucial to the success of the PCRCSU. 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 PCRCSU. 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.

Conflict Resolution

Any conflict that arises will be referred to the Pulaski County Judge's Office for resolution. Pulaski 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.

Agreement Modifications

Any individual county or city wishing to amend and/or modify this Agreement will notify the Pulaski County Judge's Office. Pulaski 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, 2019, by the Pulaski 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.

Termination of Agreement

Individual counties or law enforcement agencies contemplating termination of their participation in this Agreement shall first notify Pulaski County of their concerns. Pulaski 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.

Term:

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

IN WITNESS THEREOF, the parties have caused their duly authorized representative to			
execute this Agreement.			
Pulaski County Judge/CEO	Date		

Saline County Judge/CEO	Date
Faulkner County Judge/CEO	Date
Garland County Judge/CEO	Date
Grant County Judge/ CEO	Date
Lonoke County Judge/CEO	Date
Perry County Judge/CEO	Date
Jefferson County Judge/CEO	Date
Pulaski County Sheriff	Date
Saline County Sheriff	Date
Faulkner County Sheriff	Date
Garland County Sheriff	Date
Grant County Sheriff	Date
Lonoke County Sheriff	Date
Perry County Sheriff	Date
Jefferson County Sheriff	Date

Mayor of the City of Little Rock	Date
Mayor of the City of North Little Rock	Date
Mayor of the City of Sherwood	Date
Mayor of the City of Jacksonville	Date
Mayor of the City of Maumelle	Date
City of Little Rock Chief of Police	Date
City of North Little Rock Chief of Police	Date
City of Sherwood Chief of Police	Date
City of Jacksonville Chief of Police	Date
City of Maumelle Chief of Police	Date

MEMORANDUM OF UNDERSTANDING PULASKI COUNTY REGIONAL CRISIS STABILIZATION UNIT

ATTACHMENT 1 DATA SHARING

This attachment to the Memorandum of Understanding ("MOU") for the Pulaski County Regional Crisis Stabilization Unit ("PCRCSU") 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 with a serious mental illness, recidivism rate for those without a serious mental illness, and recidivism rate for those with 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 Pulaski 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.
- 6. At all times, the parties in the Program will be the owners of their own Data.
- 7. 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.

- 8. All parties to the MOU are bound by applicable laws and regulations at the federal, state, and local levels.
- 9. 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:
 - o "Would this person benefit from behavioral health/substance abuse services?"
 - o "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 PCRCSU upon receipt of a signed authorization and/or release provided by the PCRCSU or pursuant to a simple request from PCRCSU, 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 Pulaski County for the purpose of seeking reimbursement from the State and/or compiling data to seek additional opportunities to grow the PCRCSU 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.

MEMORANDUM OF UNDERSTANDING PULASKI COUNTY REGIONAL CRISIS STABILIZATION UNIT

ATTACHMENT 2 CRITERIA FOR ADMISSION

<u>DEFINITION</u>: 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.

<u>ADMISSION CRITERIA</u>: 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.
- 4. 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).

- 5. 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.
- 6. The individual voluntarily consents to receive services at this level of care.
- 7. The individual is presently on an involuntary commitment but is without a current pick up order issued by the court.
- 8. Priority of admission shall be given to individuals in the "Cohort Group" established by Pulaski as required by DHS for participation in the CSU Pilot Program.
- 9. If the PCRCSU 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, i.e.,
 - 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.

- 8. 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.
- 9. The care being provided to the individual is primarily custodial in nature.
- 10. Individuals sent directly to the CSU by a jail, a community mental health provider, or who attempt to "walk-into" the PCRCSU.

<u>CONTINUED STAY CRITERIA</u>: 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.

<u>DISCHARGE CRITERIA</u>: 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.

ADMISSIONS AND EXCLUSION CRITERIA FOR LAW ENFORCEMENT

The PCRCSU 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 PCRCSU 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 PCRCSU services.
- 7. The individual voluntarily consents to receive services at the PCRCSU.
- 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 Pulaski 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 PCRCSU 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.