



David Hudson

Sebastian County Judge
County Court House
35 South 6th Street, Room 106
Fort Smith, Arkansas 72901
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July 9, 2018

MEMO

To: County Judges, County Sheriffs, City Administrators, Mayors and Police Chiefs in the Sebastian County Mental Health Catchment Area served by the Crisis Stabilization Unit located in Fort Smith

From: David Hudson County Judge *DH*

Subject: Adoption of Interlocal Agreement for the Crisis Stabilization Unit (CSU)

We had good attendance at the noon meeting today, July 9, 2018, at the Western Arkansas Counseling and Guidance Center to review the interlocal agreement and answer questions concerning Crisis Stabilization Unit operations.

The billing date for individuals brought to the Crisis Stabilization Unit has been changed to August 1, 2018. The Interlocal agreement has been reprinted as attached.

Also included is a copy of an Ordinance adopting the agreement which you can change to your County or City to assist in adopting the agreement.

As we discussed, the Ordinance includes an emergency clause.

If you have questions please do not hesitate to contact my office.

Attachments: Ordinance Adopting Agreement
Interlocal Agreement

EMERGENCY ORDINANCE NO. 2018 - 9

"BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF SEBASTIAN, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED:"

AN ORDINANCE ADOPTING AN INTERLOCAL AGREEMENT BETWEEN THE COUNTIES AND CITIES IN THE SEBASTIAN COUNTY MENTAL HEALTH CATCHMENT AREA CONCERNING THE OPERATIONS OF THE SEBASTIAN COUNTY REGIONAL CRISIS STABILATION UNIT SERVING SEBASTIAN, CRAWFORD, FRANKLIN, LOGAN, SCOTT AND POLK COUNTIES, AND EACH MUNICIPALITY IN THAT SIX COUNTY REGION; AND FOR OTHER PURPOSES.

SECTION 1. The Quorum Court hereby authorizes the County Judge to enter into an Interlocal Agreement, a copy of said agreement attached hereto and made a part hereof, providing for the operations and management of the Regional Crisis Stabilization Unit serving Sebastian, Crawford, Franklin, Logan, Scott and Polk Counties, and each municipality in that six County Mental Health Catchment Area Region.

SECTION 2. In order to insure the effective planning, implementation and management of the Regional Crisis Stabilization Unit serving Sebastian, Crawford, Franklin, Logan, Scott and Polk Counties, and each municipality in that six County Mental Health Catchment Area Region, an immediate need for this ordinance is created. Therefore, an emergency is declared to exist and this ordinance being necessary for the immediate preservation of the public peace, health and safety shall be in full force and in effect from after passage and approval.

Dated: _____ Approved: _____
County Judge

Attest: _____
County Clerk

INTERLOCAL AGREEMENT

An Interlocal Agreement between the Counties and Cities in the Sebastian County Mental Health Catchment Area (Sebastian, Crawford, Franklin, Logan, Scott and Polk Counties and each incorporated city in those six counties) regarding the oversight, operations and services provided by the Sebastian County Regional Crisis Stabilization Unit opened in 2018, located in Sebastian County, City of Fort Smith.

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 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, Sebastian County has dedicated one hundred eighty four thousand dollars (\$184,000.00) to secure an appropriate facility for the Sebastian County Regional Crisis Stabilization Unit (“SCRCSU”), 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,

PURPOSE

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,

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

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

IT IS THEREFORE hereby agreed in order to effectuate each of these purposes (as required by ACA 25-20-104 (c) (3) that:

SECTION 1. CSU Budget, Revenue and Expenses

Establishment of the Sebastian County Crisis Stabilization Unit is intended to serve the six County catchment area of Sebastian, Crawford, Franklin, Logan, Scott and Polk Counties and each Incorporated City in those six Counties.

State funding of \$1.6 million annually has been allocated to operate the CSU based upon daily billable services to each individual treated and subject to appropriate and eligible reimbursement from Medicaid and other available patient insurance.

The SCRCSU 2018 line item budget developed by Western Arkansas Counseling and Guidance Center, with personnel schedule, is attachment 3 to the agreement for reference. Annual budgeting will follow this procedure for development and review in accordance with grant guidelines, coordination with the Sebastian County Judge as administrator, and the Regional Stakeholders Roundtable for oversight, including the Counties and Cities daily rate as set forth herein.

The cost per day for services for serving each patient will be determined by actual operations expenses, and will serve as the basis for cost sharing among the six Counties and each municipal government utilizing this facility.

The objective of the Counties and Cities cost sharing is to equitably allocate the unreimbursed cost to each governmental entity using the CSU facility for treatment services, after consideration of grant funding and allowable insurance reimbursement.

The Counties and Cities cost sharing agreement shall be based upon the collection of actual operations data in the first year of service, and each year thereafter, as appropriate for annual adjustment.

For general planning purposes the treatment cost per day is estimated at \$350 per patient and the projected unreimbursed amount, when averaged among all patients/clients served will provide the basis for cost sharing by the Counties and Cities.

It is understood that building maintenance budget expenses are not eligible for grant reimbursement. In the 2018 Budget WACGC has budgeted \$18,000 for this projected expense.

Accordingly, to help defray maintenance and operation costs of the Sebastian County Regional Crisis Stabilization Unit the Counties and Cities agree to pay a daily rate of \$5 a day for services provided each day of care, up to the length of stay, for each individual they deliver to

4/12/2018

the SCRCSU for treatment. The medical services provider shall determine the length of stay. A day is defined as any amount of time, during a calendar day, after acceptance for admission into the SCRCSU.

Section 2. Annual Review/Administrator.

The Sebastian County Judge shall serve as Administrator and review the amount listed in Section 1 annually and send notice of modifications by November 1st of each year. SCRCSU Budget and Operations will be reviewed annually by the Regional Stakeholders Roundtable.

Section 3. Operations Cost Sharing Payment Due Date.

Sebastian 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 August 1, 2018.

Section 4. Use.

Each County and City will transport individuals to and from the SCRCSU 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 SCRCSU is at maximum capacity and unable to accept new individuals, the medical services provider will provide verbal notification to each Crisis Intervention Trained (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 SCRCSU.

Section 6. Duration.

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

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. Ownership and Disposition of Property.

Sebastian County will enter into an agreement, for the facility that will house the SCRCSU. 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

4/12/2018

counties will have no legal authority, right, or title to the facility that houses the SCRCSSU or the personal property contained therein.

In the event the Regional Stakeholders Roundtable agrees to acquire property to further the goals and purposes of the SCRCSSU, said property shall be acquired, held and disposed of as set forth in an amendment to this agreement.

Section 9.

Memorandum of Understanding, Data Sharing, Criteria for Admission. The attached Memorandum of Understanding, Data Sharing, and Criteria for Admissions are incorporated by reference to this Interlocal Agreement.

Section 10. Termination of Agreement

A. Conflict Resolution

Any conflict that arises will be referred to the Sebastian County Judge's Office for resolution. Sebastian County shall attempt to resolve the problem to ensure continuation of the Program including presentation and review by the Regional Stakeholders Roundtable. If unable to resolve the conflict, the individual County or City can exercise its right to terminate.

B. Agreement Modifications

Any individual county or city wishing to amend and/or modify this Agreement will notify the Sebastian County Judge's Office. Sebastian County will address the issue(s) for the purpose of modifying and/or amending the Agreement in coordination with the Regional Stakeholders Roundtable. Otherwise, the Interlocal Agreement/MOU shall be reviewed annually, beginning on January 1, 2019, by the Sebastian County Judge's Office to ensure compliance with best practices. All modifications shall be in writing and approved by the participating Counties and Cities.

C. Termination of Agreement

Individual Counties or Cities contemplating termination of their participation in this Agreement shall first notify the Sebastian County Judge of their concerns. The Sebastian County Judge shall attempt to resolve the problem to ensure continuation of the program with the Regional Stakeholders Roundtable input and consultation. 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 the Sebastian County Judge, in writing a minimum of thirty (30) days prior to such termination. Correspondence should be addressed to the following:

Sebastian County Judge
Sebastian County Judge's Office
Room 106, Courthouse
Fort Smith, AR 72901

and

Respective County Judges
and City Mayors in the Six County
Mental Health Catchment Area

4/12/2018

Signatures:

Sebastian County Judge/CEO

Date

Crawford County Judge/CEO

Date

Franklin County Judge/CEO

Date

Logan County Judge/CEO

Date

Scott County Judge/ CEO

Date

Polk County Judge

Date

Mayor of the City of Fort Smith

Date

Mayor of the City of Barling

Date

Mayor of the City of Lavaca

Date

Mayor of the City of Greenwood

Date

Mayor of the City of Van Buren

Date

Mayor of the City of Alma

Date

Mayor of the City of Mulberry

Date

Mayor of the City of Ozark

Date

Mayor of the City of Charleston

Date

4/12/2018

Mayor of the City of Paris

Date

Mayor of the City of Booneville

Date

Mayor of the City of Waldron

Date

Mayor of the City of Mena

Date

INTERLOCAL AGREEMENT/MEMORANDUM OF UNDERSTANDING SEBASTIAN COUNTY REGIONAL CRISIS STABILIZATION UNIT

AGREEMENT between the counties of Sebastian, Crawford, Franklin, Logan, Scott and Polk and each Incorporated City in those Counties. The parties to this Agreement endorse the mission and goals of the Behavioral Health Deflection Program and the establishment of the Sebastian County Regional Crisis Stabilization Unit (“SCRCSU”) 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.

Regional Stakeholders Roundtable for Crisis Stabilization Unit Oversight

A Regional Stakeholders Roundtable will serve in an oversight role for Crisis Stabilization Unit operations.

Members of the Stakeholders Roundtable include each of the six County Judges, County Sheriffs, and each Mayor/and or City Administrator and Police Chief within the six county mental health catchment area of Sebastian, Crawford, Franklin, Logan, Scott and Polk Counties. For administrative purposes, class 1 cities shall represent the cities of each county.

The Regional Stakeholders Roundtable shall meet as needed to review operations, not less than annually and initially in development of the Crisis Stabilization Unit on a quarterly basis.

Criminal Justice Coordinating Committee

The Sebastian County Criminal Justice Coordinating Committee (“CJCC”) will periodically review data and records of the participating jails and the SCRCSU 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 SCRCSU activities and accomplishments to the Sebastian County Quorum Court upon request.

Each Judicial District in the six county mental health catchment area of Sebastian, Crawford, Franklin, Logan, Scott and Polk counties are encouraged to establish a Criminal Justice Coordinating Committee using the model as set forth in National Institute of Corrections 2002 publication, Establishing and Operating a Criminal Justice Coordinating Committee.

Individual Agency Responsibilities and Staff Commitments

SEBASTIAN COUNTY

1. Sebastian County will fund the construction of the SCRCSU facility.
2. Sebastian County will monitor budgetary costs and revenues for the SCRCSU and oversee administration of the Interlocal Agreement for ongoing maintenance of the SCRCSU, in accordance with grant reimbursement guidelines.
3. Sebastian County will enter into and manage the services contract with a medical services provider for the SCRCSU.
4. Initially, only mental health and co-occurring substance abuse services will be provided at the SCRCSU. In the future, sobering beds may be added to the scope of services.
5. Sebastian County will participate as an active member in the Regional Stakeholders Roundtable serving as the coordinating entity for meeting planning, agendas, reports and roundtable administration.
6. Sebastian County will provide necessary training to new or replacement roundtable members.
7. Sebastian 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 SCRCSU.
8. Sebastian 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 City law enforcement agency contributes data to the program as defined in Attachment 1, Data Collection and Sharing.
2. The Counties and City 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 SCRCSSU 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 SCRCSSU or one week after the State provides training for use and implementation of the tools, whichever is sooner.
5. The Counties and Cities agencies shall provide funding as agreed upon in the Interlocal Agreement.
6. The Counties and Cities shall provide transportation to and from the facility by a law enforcement officer for any individual who meets the agreed upon criteria for admission to the SCRCSSU as defined in Attachment 2, Criteria for Admission. The determination as to whether an individual meets the criteria for admission to the SCRCSSU and transported thereto shall be made by a CIT officer pursuant to Ark. Code Ann. 20-47-808 (b)(Supp.2017). In no event shall a participating County, City, or Law Enforcement Agency be required to provide transportation to and/or from the SCRCSSU facility on behalf of another participating County, City, or Law Enforcement Agency.
7. The Counties and Cities agree the priority and population for service by the SCRCSSU are individuals in contact with CIT law enforcement officers, and, that individuals may not be sent to the SCRCSSU from jails, community mental health centers or “walk-in” off the street. The SCRCSSU 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 SCRCSSU as defined in Attachment 2, Criteria for Admission is made. These individuals have not been charged with a crime or booked into a jail. However, during the initial 90 day implementation of the SCRCSSU, in accordance with ACT 423 of 2017, the option to accept referrals of eligible individuals to the SCRCSSU from jails, hospital emergency rooms and community mental health centers will be permitted. This policy recognizes the need for additional CIT training of law enforcement officers to support SCRCSSU operations and the implementation of new protocols by each law enforcement agency. Referrals from jails will be based upon collaboration and approval of the Sheriff, Prosecuting Attorney and appropriate District or Circuit Judge, for such individual to be released from jail and transported

to the SCRCU for treatment. During the initial 90 day implementation time frame SCRCU operations will be monitored from SCRCU treatment reports, by the Administrator, and this procedure may be extended for an additional 90 days. Provided, however, transport from hospital emergency rooms will be by law enforcement officials, not by ambulance.

8. The Counties and City law enforcement agencies will abide by all policies and procedures developed and agreed to between Sebastian County and the medical services provider, including but not limited to submittal of basic information prior to drop-off at the SCRCU; criteria for admissions; securing of weapons while at the SCRCU, other than response to an emergency situation, the pick-up and return transportation of an individual from the SCRCU 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 Sebastian County and within a maximum of three (3) hours of notification by the medical services provider for all other participating counties, except Polk County within a maximum of six (6) hours of notification.

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, City 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 SCRCU. 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 SCRCU. 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.

**INTERLOCAL AGREEMENT/MEMORANDUM OF UNDERSTANDING
SEBASTIAN COUNTY REGIONAL CRISIS STABILIZATION UNIT**

ATTACHMENT 1

DATA SHARING

This attachment to the Interlocal Agreement/Memorandum of Understanding (“MOU”) for the Sebastian County Regional Crisis Stabilization Unit (“SCRCSU”) 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 Sebastian County.
3. Parties shall deliver Data through a mutually agreed upon format and secured data transmission process. Counties and Cities 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 (diversion from jail) efficiently, while avoiding the creation of new work for their individual staff.

4/12/2018

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.
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 keep 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 SCRCUSU.

2. Each participating county/local jail shall immediately provide medical records to the SCRCUSU upon receipt of a signed authorization and/or release provided by the SCRCUSU or pursuant to a simple request from SCRCUSU, 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 reasonably requested by the Criminal Justice Coordinating Committee (CJCC).

4/12/2018

4. Each participating county/local jail and law enforcement agency shall provide Data and records as requested by Sebastian County for the purpose of seeking reimbursement from the State and/or compiling data to seek additional opportunities to expand the SCRCSU Program.

5. Each participating county/local jail and City 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 Agreement.

**INTERLOCAL AGREEMENT/MEMORANDUM OF UNDERSTANDING
SEBASTIAN COUNTY REGIONAL 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.

The SCRCSSU 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 SCRCSSU 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 is exhibiting symptoms of a mental health disorder and may have arbitrary levels of alcohol and/or substances.
5. The individual’s behavior is not solely due to intoxication.
6. The individual is not actively suicidal or homicidal (i.e. does not have an immediate plan or threatening intent to hurt self or others), not destructive or assertive.
7. The individual would benefit from SCRCSSU services.
8. The individual voluntarily consents to receive services at the SCRCSSU.
9. The individual is presently on an involuntary commitment but is without a current pick up order issued by the court.
10. Priority of admission shall be given to individuals in the Cohort Group as established by Sebastian County.
11. If the SCRCSSU 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 action, 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, on a case by case basis.
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.

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.