Multnomah County/City of Portland INTERGOVERNMENTAL AGREEMENT No.

This Agreement is made and entered into pursuant to the authority found in **ORS 190.010 et seq. and ORS** 206.345 by and between Multnomah County Department of County Human Services (DCHS), Mental Health Call Center, jointly with the City of Portland, Portland Police Bureau (PPB).

PURPOSE:

The purpose of this 9-1-1/Mental Health Call Center (MHCC) Agreement is to reduce the involvement of law enforcement in mental health crises and ensure community residents in a mental health crisis are appropriately directed to the mental health system's first response program.

The parties agree as follows:

I. TERM This Agreement is effective May 15, 2012 through November 15, 2012

II. General Agreement:

A. Training:

MHCC Acute Care Coordinators (ACCs) that have not currently completed ASIST training will do so by March 2012. Bureau of Emergency Communications (BOEC) trainers will provide a modified 9-1-1 training session to MHCC, focusing on assessment of public safety from an Emergency Responder perspective.

B. Phase One:

1. In phase one, BOEC begins transferring 9-1-1 calls to MHCC May 15 2012 for individuals who have reported or been assessed by BOEC staff to have:

- Suicidal thoughts, feelings and intent with no immediate public safety concern
- No identified need for immediate medical intervention
- No identified weapon involved
- 2. MHCC will manage these calls in the same way they currently manage similar calls that come directly to the MHCC from the community. MHCC mental health professional known as Acute Care Coordinators (ACCs) will initially engage in suicide risk screening and mental health triage. Based on those assessments, ACCs will provide further risk assessment, crisis stabilization, brief support, referral to higher level of care/intervention or community based resources. Phase One BOEC and MHCC Protocols are incorporated here by reference.

3. Phase One Outcomes:

- a. Decreased number of calls that PPB currently responds to for suicidal individuals and/or third party callers presenting as a low public safety risk
- b. Individuals are connected to community mental health resources
- c. Public's understanding of the mental health services available to individuals in the community is increased
- d. Mental health professionals begin assessment and crisis stabilization and positively impact individuals who in the past would have first contact by a police officer rather than a mental health professional
- e. Protocol will provide useful data on the volume of these calls and the demographics of the suicidal individuals calling 9-1-1
- f. First phase will assist the MHCC, BOEC, PPB and Project Respond to develop the next phase of protocols based on actual calls and outcomes.

4. Phase One time line:

Six month trial review period be conducted from the start of 9-1-1 transfer process is tentatively scheduled for May 15, 2012 through November 15, 2012. This will allow the gathering of data and problem solving any systemic issues or concerns related to coordinating interagency interventions and maintaining the highest level of public safety in all possible circumstance.

C. Phase Two:

When all agencies are in agreement to the degree of success of Phase One and the ability of the MHCC to start receiving suicide calls with increased public safety risk, then a six-month phase-in period is recommended with the same degree of oversight and coordination among agencies as was demonstrated in Phase-One. Phase Two protocols will be developed based on an on-going review of outcomes and coordination information from monthly coordination meetings.

IV. Monthly Coordination Meetings:

Throughout the Phase One period, the parties anticipate that a monthly coordination meeting will be conducted with the MHCC, BOEC, PPB and Project Respond to review transferred calls for safety/risk assessment, interventions and outcomes. These reviews increase the positive coordination between agencies, identify system, impediments and increase problem-solving efforts. In addition these reviews will assist in the development and implementation of Phase-Two protocols for individuals that initially present to 9-1-1 with a higher degree of risk to themselves and public safety.

Case reviews will be de-identified for any reviews presented at monthly coordination meeting. Monthly coordination meetings and case reviews will be convened by MHASD. Any participating agency may request a specific case review based on real time issues and feed back regarding implementation of the protocols by participating entities.

- 5. **EARLY TERMINATION** Agreement Termination notice must be provided in writing to all parties at least 30 days prior to the effective date of termination.
- 6. INDEMNIFICATION Subject to the conditions or limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of the City, its officers, employees and agents in the performance of the City, its officers, employees and agents in the performance of the City, its officers, employees and agents in the performance of this Agreement.
- 7. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
- 8. OREGON LAW AND FORUM This Agreement shall be construed according to the laws of the State of Oregon. Any action regarding this agreement or work performed under this Agreement shall be filed in Multnomah County or in the United States District Court for the district of Oregon.
- **9. NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
- 10. ACCESS TO RECORDS Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

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- 11. SUBCONTRACTS AND ASSIGNMENT Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.
- 12. MODIFICATION This Agreement may be modified by mutual consent of the parties. At six months Phase One Outcomes will be reviewed. Either entity may recommend amendment to this agreement by submitting their recommendations in writing to MHASD Community Mental Health Program manager. Based on mutually accepted terms MHASD will be responsible for making language changes. Any modification to provisions of this Agreement shall be reduced to writing and signed by all parties.
- 13. THIS IS THE ENTIRE AGREEMENT This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

14. ADDITIONAL TERMS AND CONDITIONS:

MULTNOMAH COUNTY, OREGON: CITY OF PORTLAND, OREGON: Jeff Cogen, Multnomah County Chair Date: Date: Approved: Approved: Department Director or Designee LaVonne Griffin-Valade, City Auditor Date: Date: Date **Bureau of Emergency Communications** JENNY M. MORF, ACTING COUNTY Approved as to form: ATTORNEY FOR MULTNOMAH COUNTY APPROVED AS TO FORM haven H. Van Duke 5.2.12 By: By: Portland CiGIAttonATTORNEY Date Assistant County Attorney Date

Bureau of Emergency Communication, Portland Police Bureau

Protocol

Proposed PPB Response Criteria

- #1 The suicidal subject is threatening to jump from a bridge or structure.
- #2 The suicidal subject needs medical attention.
- #3 The suicidal subject has a weapon and is outside/in public and not in a building or residence.
- #4 The suicidal subject has a weapon inside a building or residence and other people are present.

Calltalker Protocol for a Suicidal Subject NOT Meeting Response Criteria # 1-4,

Create an advised CAD call- SUICD or SUICDW call type

Obtain all pertinent information as if you were going to send it up to dispatch (the call may come back to us for a police response).

Ensure you also gather the DOB of the subject in question as well as access to means (weapons/pills) and the intent/method if known.

Transferring the Call to the Multnomah County Crisis Line (MCCL)

- Inform the caller
 - That you are going to transfer them to a Multnomah County Crisis Line counselor.
 - That they may hear some clicks/dial tone-don't hang up.
 - That you want to ensure that they're safe, so you are going to be providing a Multnomah County Crisis Line Counselor with some background information.
 - e.g. "I am going to transfer you to a Multnomah County Crisis Line Counselor who can help you. You may hear some clicks on the phone. Don't hang up. I am going to give them some background information that you gave me already."
- Conference the call with CRISIS
- When MCCL answers announce yourself as "9-1-1" with a transfer.
- Introduce the caller to the MCCL call taker- e.g. I am on the phone with 'NAME' who is calling about 'EVENT'.
- Ensure that we provide the following information to MCCL
 - o Caller Name (and suicidal subject if someone else is calling).
 - o Caller Phone number (and number of suicidal subject if someone else is calling).
 - DOB of suicidal subject.
 - o Address of subject
 - o Synopsis of what has been said (what the issue is today).
 - o Information on means of available to subject (pills, weapon).
 - o Intent/Method.
 - o CAD incident number
 - o Synopsis of important facts
- Disconnect the call the MCCL will call back with the incident number if police response is needed.
- Document the transfer to MCCL in the CAD call.