

**SECOND AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
BEHAVIORAL WELLNESS AND SHERIFF'S OFFICE
FOR SERVICES RELATED TO THE PSYCHIATRIC HEALTH FACILITY**

RECITALS.

Whereas, Behavioral Wellness (BeWell) and Sheriff's Office executed a Memorandum of Understanding (MOU) between BeWell and Sheriff's Office effective March 10, 2010 to describe services to be rendered by each Department to the other, including BeWell's care of inmates in Sheriff's Office custody taken to the Psychiatric Health Facility ("PHF");

Whereas, this MOU was amended by the Departments on October 17, 2011 ("First Amendment");

Whereas, this Second Amendment to the MOU replaces certain provisions of the MOU and First Amendment, as set forth below; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Departments agree as follows:

- I. Delete the provisions set forth below in subdivisions (a) through (c) and replace with the provisions set forth in SECTIONS 1 through 4 below.**
- a. Paragraph B of Section 2 (Program Description) in its entirety;
 - b. Exhibit C to the MOU (Additional Terms and Conditions for Psychiatric Health Facility Services); and
 - c. First Amendment to the MOU.
- II. If any term in another section of the MOU shall conflict with a term in this Second Amendment regarding services provided to inmates at the PHF, the provision in this Second Amendment shall prevail.**

SECTION 1. PROGRAM DESCRIPTION.

A. PSYCHIATRIC HEALTH FACILITY SERVICES TO INMATES.

- 1. Sheriff's Office shall identify inmates with possible psychiatric emergencies who might require involuntary psychiatric admission to the PHF pursuant to Welfare and Institutions Code (WIC) §5150 and contact the designated BeWell staff (hereafter "Crisis Services") to arrange for an assessment.
- 2. Crisis Services shall respond and provide emergency mental health evaluation 24 hours per day 7 days per week to inmates with possible psychiatric

emergencies. For such inmates, Crisis Services will consult with the BeWell On-call Psychiatrist to review the inmate's condition and to determine the inmate's need for hospitalization, pursuant to WIC §5150.

3. For inmates needing hospitalization pursuant to WIC §5150, Crisis Services staff will contact PHF and facilitate transfer to the PHF if a bed is available at the time of assessment. In the event no beds are available, PHF will place a hold on a bed so that an inmate transfer can occur when a bed becomes available. PHF will notify Crisis Services once a PHF bed becomes available. Since inmates' needs for involuntary interventions change over time, Crisis Services will determine whether the inmate needs to be reassessed prior to transfer.
4. Sheriff's Office shall ensure each inmate is medically cleared and has a stable medical presentation appropriate for admission to a free standing psychiatric facility prior to transport to the PHF. Sheriff shall transport inmates needing psychiatric hospitalization per WIC §5150, as determined by BeWell, to the PHF. Sheriff staff will provide transportation for inmates in Jail custody to medical appointments or court appearances, at no additional cost.
5. PHF will provide acute psychiatric inpatient hospital services to inmates, including routine services and hospital-based ancillary services.
 - a. "Routine Services" means bed, board and all medical, nursing and other support services usually provided to a client by a psychiatric inpatient hospital. Routine services do not include hospital-based ancillary services or physician or psychologist services.
 - b. "Hospital-Based Ancillary Services" means services which are received by an individual admitted to a psychiatric inpatient hospital, other than routine services.
6. Inmates taken to the PHF from the Jail pursuant to Penal Code §4011.6 will have their continued need for placement at PHF reviewed daily by the BeWell PHF treating Psychiatrist.
7. Absent special circumstances, inmates covered by the provisions of Penal Code §4011.6 will be evaluated by BeWell staff as designated by the Mental Health Director.
8. Inmates transferred to PHF will be considered as being in Sheriff custody while under the treatment of BeWell and will not be allowed on any outings from PHF except for court or medical appointments.
9. An inmate at PHF, while in Sheriff custody, is not allowed to leave the PHF premises without the prior knowledge and consent of Sheriff except in cases of medical emergency.
10. When an inmate has been transferred to PHF associated with WIC §5150 or PC §4011.6, Sheriff recognizes that these involuntary hospital holds may exceed the date of the inmate's Jail release date. When such is the case, Sheriff will not be fiscally, physically, or otherwise responsible for a person retained at PHF

beyond the custody release date. Upon an inmate's release from custody, the accompanying deputy will leave the PHF.

11. While in Sheriff custody, a patient at PHF will remain in clothing that does not identify them as Jail inmates.
12. When an inmate is to be released from Sheriff custody, Sheriff will promptly notify PHF by faxing to the PHF Medical Records Clerk a copy of the "Notification of Release of Inmate from Sheriff's Custody" form [C001084 (8/97) (IR)]. The original form will be forwarded to Sheriff's Jail Accounting Office for reconciliation of monthly billings.
13. PHF will immediately notify Sheriff when patients in Sheriff custody walk-away or "AWOL" from the PHF Unit. Sheriff will also be notified of inmates needing to be transferred back to the Main Jail, and of any other incidents involving a patient in Sheriff custody which requires an incident report. PHF staff will cooperate with Jail staff in any walk-away or "AWOL" investigations, and/or other Jail investigations required to evaluate inmate incidents.

B. DEPUTIES ACCOMPANYING INMATES.

1. In accordance with the Centers for Medicare & Medicaid Services Updated Guidance to Surveyors on Federal Requirements for Providing Services to Justice Involved Individuals (May 3, 2016), to maintain custody of a justice-involved individual, e.g., an individual currently in custody and held involuntarily by the Santa Barbara County Sheriff's Office ("SBSO") (hereinafter "Inmate"), SBSO personnel shall be physically present with an Inmate sent to the PHF at all times, when assigned, to supervise an inmate. Sheriff Deputies who accompany Inmates do so to prevent escape and to enforce the law (hereinafter "Accompanying Deputies").
2. Accompanying Deputies are not responsible for hospital security nor do they perform any other care or service to patients on behalf of the hospital. Their role at the PHF is strictly one of law enforcement, not of patient care. PHF staff is responsible for an appropriate assessment of, and the provision of safe, appropriate care to, each Inmate. SBSO requires deputies to complete Crisis Intervention Training (CIT). SBSO warrants that deputies sent to the PHF have completed this training.
3. Sheriff's Office will provide a PHF Orientation to all deputies who accompany inmates to the PHF.
4. While on the PHF unit, Accompanying Deputies shall comply with the following protocols:
 - a. When reporting for duty at the PHF, the on-coming Accompanying Deputy will be briefed by the off-going Accompanying Deputy along with on-duty PHF staff concerning the Inmate's current status.
 - b. The briefing will include, but not be limited to:

- i. The Inmate's behavior and demeanor over the previous shift;
 - ii. Noncompliance with rules and regulations of the PHF by the Inmate;
 - iii. Unusual behavior exhibited by the Inmate;
 - iv. Any restrictions placed upon, or removed from, the Inmate by the PHF Physician; and
 - v. Any other pertinent information that might affect the Accompanying Deputies law enforcement duties while at the PHF (i.e. bathroom out of order, unscheduled programming event, new or updated rules or procedures, etc.).
5. The Inmate is allowed all of the rights as other patients, unless restricted by a physician. This provision includes but is not limited to telephone calls, meals, visitation and the ability to move throughout the facility (while being escorted by the Accompanying Deputy). While at the PHF, only PHF physicians can restrict privileges or rights.
6. Accompanying Deputies shall communicate to PHF staff observations of unusual behavior or safety issues that may warrant intervention. Accompanying Deputies shall not place an Inmate in restraints or seclusion. If warranted, a PHF physician may order the restraint or seclusion of an Inmate.
7. Accompanying Deputies may carry oleoresin capsicum (OC) spray and a Taser if trained to utilize such tools. SBSO warrants that any Deputy possessing OC spray or Tasers shall be trained in the use of such tools. Unless a deputy has been trained in such tools, a deputy will not be in possession of such tools. Firearms and batons are not permitted in the PHF.
8. In the event an Inmate starts to become agitated or aggressive, PHF staff shall first attempt to de-escalate the situation. The Accompanying Deputy shall not intervene between PHF staff and an Inmate unless the Inmate poses an imminent threat to the safety of another patient, visitor, or PHF staff.
9. The Accompanying Deputies shall keep their assigned Inmate within eyesight at all times and remain at a distance that allows for rapid intervention in an emergency. If a deputy must use the restroom or step away for a short period of time, they shall notify PHF staff prior to and upon returning to supervise the Inmate.
10. Accompanying Deputies shall follow all reasonable requests from PHF staff to maintain PHF unit safety and protect patients' rights. If time permits, and a question arises as to the reasonableness of a request by PHF staff, the Accompanying Deputy shall consult with their supervisor(s) for clarity. The SBSO supervisor and PHF leadership will communicate in the event of disagreement.
11. Sheriff's Office will provide to the PHF Clinical Director a current list of deputies who have received Taser and CIT training. In accordance with Penal

Code §832.7 and Government Code §6254.5(e), such list shall be treated as confidential and not considered a public record. The PHF Clinical Director will verify that any Accompanying Deputies are on the training list and will report such verification quarterly to the PHF Governing Board (hereafter, "PGB") as part of ongoing MOU compliance monitoring.

SECTION 2. DISPUTE RESOLUTION.

1. Any dispute/disagreement between the two departments arising from this MOU will first be addressed and resolved at the staff level between the appropriate departmental representatives. Issues not able to be resolved at the staff level will be escalated to the PHF CEO with subsequent reporting to the PGB.

SECTION 3. POINTS OF CONTACT.

1. BeWell - The primary contacts for BeWell shall be the PHF Manager for any PHF related matters; the Crisis Services Manager or Medical Director for any WIC §5150 or discharge related matters; or other BeWell staff as delegated by the BeWell Medical Director.
2. Sheriff - The Contract Management Lieutenant, and in his/her absence, the Custody Support Division Commander will serve as the primary contact.

SECTION 4. TERM.

1. The term of this MOU is effective upon execution of both Departments and approval of the PGB and shall continue in effect for subsequent fiscal years until terminated or amended.
2. Should either BeWell or Sheriff desire to revise or add any significant provisions to this MOU, such change will be made a part of this MOU by written amendment, approved in writing by both Department Heads and or the authorized representatives of both departments and approved by the PGB.
3. Both parties understand that this is not an exclusive MOU and that either party has the right to negotiate with and enter into contracts or agreements with others to provide and/or receive the same or similar services.
4. BeWell agrees not to assign nor transfer any of its obligations under this MOU without the prior written consent of Sheriff. Sheriff agrees not to assign nor transfer any of its obligations under this MOU without the prior written consent of BeWell.
5. If any one or more provisions contained in this MOU will for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provisions herein, and such invalidity, illegality, or unenforceability will not affect any other provision herein.

SIGNATURES ARE ON NEXT PAGE.

Agreed:

BEHAVIORAL WELLNESS
ALICE GLEGHORN, PH.D., DIRECTOR

SHERIFF'S OFFICE
BILL BROWN, SHERIFF

By: _____

Position: _____

Date: _____

By: _____

Position: _____

Date: _____

Approved:

PHF GOVERNING BOARD

By:

Position:

Date: