



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 7, 2021

Staff Contact: Jerome Tushbant, jtushbant@carson.org

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed no-cost Amendment #1 to the Interlocal Contract between the State of Nevada on behalf of the Department of Health and Human Services, Division of Public and Behavioral Health, Rural Clinics ("Rural Clinics"), and Carson City on behalf of the Carson City Sheriff's Office ("CCSO"), which is currently effective through June 30, 2021 with automatic one-year renewals until June 30, 2041, for the provision by Rural Clinics of a part-time mental health specialist for assignment to the CCSO Mobile Outreach and Safety Team ("MOST"), to revise the term to a fixed term that will expire on June 30, 2029. (Jerome Tushbant, jtushbant@carson.org)

Staff Summary: CCSO MOST includes a part-time mental health specialist who is employed by Rural Clinics and assigned to work in partnership with a full time Behavioral Health Deputy Sheriff under the terms of an existing Interlocal Contract between Rural Clinics and CCSO. Amendment #1 to the Interlocal Contract, proposed by Rural Clinics, revises the term to expire on June 30, 2029. The terms of the existing Interlocal Contract provide for automatic one-year renewals upon expiration after the initial term of the agreement on June 30, 2021, until June 30, 2041. Amendment #1, proposed by Rural Clinics, replaces that term with a fixed term to expire on June 30, 2029.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the amendment as presented.

Board's Strategic Goal

Safety

Previous Action

N/A

Background/Issues & Analysis

CCSO MOST has been in its current form since about December, 2019. CCSO MOST includes a full time, grant-funded Behavioral Health Deputy Sheriff and a licensed mental health specialist who is employed by Rural Clinics.

The Interlocal Contract between the Rural Clinics and CCSO was first approved in 2019, for a term effective through June 30, 2021 followed by automatic one-year renewals until June 30, 2041. These long-term auto-renewal provisions are no longer allowed under State policy. If approved, Amendment #1 to the Interlocal Contract would replace the auto-renewal clause with a fixed term for the agreement to expire on June 30, 2029.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 433.354

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? Yes

Explanation of Fiscal Impact: N/A

Alternatives

Do not approve the amendment as presented and/or provide alternative direction.

Attachments:

[MOST interlocal_2021_Ext.pdf](#)

[MOST interlocal_2019.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

CETS #: N/A	BA: 3648
REF#:C 16961-1	CAT: NA GL: NA

AMENDMENT # 1

TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting By and Through Its
Department of Health and Human Services
Division of Public and Behavioral Health

Public Entity #1:	Department of Public and Behavioral Health Rural Clinics
Address:	727 Fairview Drive, Suite A
City, State, Zip Code:	Carson City, NV 89701
Contact:	Brian Burriss, Clinical Program Manager I
Phone:	775-684-5029
Fax:	775-687-1181
Email:	brianburriss@health.nv.gov

Public Entity #2:	Carson City, through the Carson City Sheriff's Office
Address:	911 E Musser St.
City, State, Zip Code:	Carson City, NV 89701
Contact:	Jerome Tushbant, Assistant Sheriff
Phone:	775-887-2500
Fax:	775-887-2026
Email:	JTushbant@carson.org

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated 12/16/2019, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. Provide a brief explanation for contract amendment.

This is the first amendment to the original contract which provides a formal support framework between Rural Clinics and the Carson City Sheriff's Office for the Mobile Outreach and Safety Team. This amendment changes the auto-renewing term to a fixed term that will expire on June 30, 2029.

B. Current Contract Language:

CONTRACT TERM. This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*. This Contract is subject to Board of Examiners' approval (anticipated to be January 2019). After the initial term or any subsequent term and unless sooner terminated by either party as specified in *Section 4, Termination*, this Contract shall automatically renew for a subsequent term of one year, except that this Contract will not renew after June 30, 2041.

Effective from:	December 16, 2019	To:	June 30, 2021
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CETS #: N/A	BA: 3648
REF#: C 16961-1	CAT: NA GL: NA

C. **Amended Contract Language:**

CONTRACT TERM. This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective from:	December 16, 2019	To:	June 30, 2029
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- 2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
- 3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

CARSON CITY

Kenneth Furlong Date

Carson City Sheriff
Title

Lori Bagwell Date

Mayor
Title

DIVISION OF PUBLIC AND BEHAVIORAL HEALTH

Lisa Sherych Date

Administrator, DPBH
Title

Approved as to form by:

Deputy District Attorney Date

COOPERATIVE CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
 Acting by and Through Its
 Department of Health and Human Services
 Division of Public and Behavioral Health

Agency #1 Name:	Rural Clinics
Address:	727 Fairview Drive, Suite A
City, State, Zip Code:	Carson City, NV 89701
Contact:	Tina Gerber-Winn, Agency Manager
Phone:	775-684-5000
Email:	tgwinn@health.nv.gov

Agency #2 Name:	Carson City, through the Carson City Sheriff's Office
Address:	911 E. Musser St.
City, State, Zip Code:	Carson City, NV 89701
Contact:	Jerome Tushbant, Assistant Sheriff
Phone:	775-887-2500
Email:	JTushbant@carson.org

WHEREAS, NRS 433.354 authorizes the Department of Health and Human Services, through the Division of Public and Behavioral Health, to contract with any one or more public agencies, corporations, or individuals to, with or without compensation, perform any service, activity or undertaking authorized by NRS Chapters 433 and 433C; and

WHEREAS, it is deemed that the services of Carson City Sheriff's Office and Rural Clinics hereinafter set forth are both necessary to and in the best interests of the State of Nevada and Carson City;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate action of each party. This Contract is subject to Board of Examiners' approval.
- DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "City" means the Consolidated Municipality of Carson City and its officers and employees, including the CCSO. "CCSO" means the Carson City Sheriff's Office. "MOST" means the Carson City Mobile Outreach Safety Team. State and City may be individually referred to as "Party" and collectively referred to as the "Parties."
- CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*. This Contract is subject to Board of Examiners' approval (anticipated to be January 2019). After the initial term or any subsequent term and unless sooner terminated by either party as specified in *Section 4, Termination*, this Contract shall automatically renew for a subsequent term of one year, except that this Contract will not renew after June 30, 2041.

Effective from:	Upon Approval	To:	6/30/2021
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), or the expiration of any subsequent term, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason local, federal, and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above. Either Party may, by notice specified by this section, designate a different mailing address to which, or a different person to whose attention, all such notices or demands must thereafter be addressed.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK
ATTACHMENT B:	MOST CONTACT FORM

7. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

\$ N/A	Per	N/A
Total Contract or installments payable at:		N/A
Total Contract Not to Exceed:	\$ N/A	

8. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT.**
 - A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
 - B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees awarded for any reason shall not exceed the rate of \$125 per hour, and shall include without limitation \$125 per hour for City- and State-employed attorneys.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available liability limitations, including NRS Chapter 41, in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State or City breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.**
- A. To the fullest extent of limited liability as set forth in *Section 11, Limited Liability*, of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
 - B. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party. This Contract does not contemplate any transfer of property or ownership interest between the parties and the parties will each maintain ownership of their own property and facilities.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

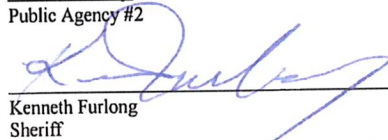
17. **COUNTERPARTS.** This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
18. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
19. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
20. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
21. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
22. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
23. **NO THIRD-PARTY BENEFICIARY.** None of the provisions of this Contract, express or implied, are intended or will be construed to give the public; any member of the public; or any other person or entity the status of a third-party beneficiary or any legal or equitable right, benefit, remedy, or claim of any nature under or with respect to this Contract, or any provision of this Contract. The parties intend that this Contract and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Contract and their respective successors and assigns.
24. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.

25. **GOVERNING LAW; JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

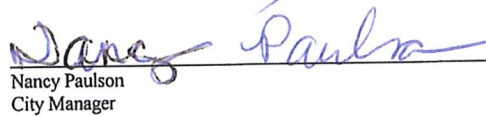
26. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Carson City
Public Agency #2

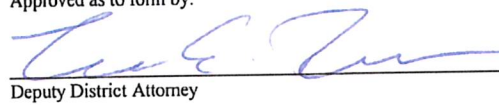

Kenneth Furlong
Sheriff

On 12/5/19
Date


Nancy Paulson
City Manager

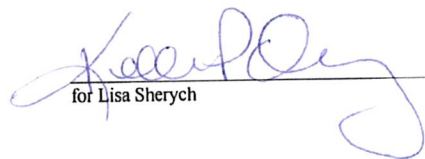
On 11/25/19
Date

Approved as to form by:


Deputy District Attorney

On 11/22/19
Date

Division of Public and Behavioral Health
Public Agency #1


for Lisa Sherych

12/16/19
Date

Administrator
Division of Public and Behavioral Health
Title

ATTACHMENT A: Scope of Work
Contract Number: 16961

In accordance with NRS 433.354, this Scope of Work ("SOW") to the Cooperative Contract between Public Agencies establishes a formal support framework among and between the Division of Public and Behavioral Health, Rural Clinics ("Rural Clinics") and the Carson City Sheriff's Office ("CCSO").

1. Overview

Rural Clinics will provide a part-time Crisis Intervention Team (CIT) trained Mobile Outreach and Safety Team mental health specialist in support of Carson City's Mobile Outreach and Safety Team (MOST). Other MOST members will be law enforcement personnel from the CCSO.

2. Definitions

- 2.1. Crisis Intervention Team: A model for community safety and policing that brings together law enforcement, mental health providers, and hospital emergency departments to appropriately serve the needs of people in crisis, including individuals with mental illness and their families. CIT programs enhance communication, identify mental health resources for assisting people in crisis, and ensure that officers get the training and support that they need to provide safe and appropriate services. See National Alliance on Mental Illness ("NAMI").
- 2.2. Crisis Intervention Team Training: The national CIT curriculum as established by the University of Memphis's CIT Center.
- 2.3. Crisis Intervention Services: Interventions that target urgent situations where individuals are experiencing acute psychiatric and/or personal distress. The goal of crisis intervention services is to assess and stabilize situations, and provide stabilization and referral service.
- 2.4. Consumer: A person who is obtaining treatment or support for a mental illness.
- 2.5. Mental Illness: "As used in NRS 433A.115 to 433A.330, inclusive, unless the context otherwise requires, 'person with mental illness' means any person whose capacity to exercise self-control, judgment and discretion in the conduct of the person's affairs and social relations or to care for his or her personal needs is diminished, as a result of a mental illness, to the extent that the person presents a clear and present danger of harm to himself or herself or others, but does not include any person in whom that capacity is diminished by epilepsy, intellectual disability, dementia, delirium, brief periods of intoxication caused by alcohol or drugs, or dependence upon or addiction to alcohol or drugs, unless a mental illness that can be diagnosed is also present which contributes to the diminished capacity of the person." NRS 433A.115(1).

“A mental illness is a medical condition that disrupts a person’s thinking, feeling, mood, ability to relate to others and daily functioning. Just as diabetes is a disorder of the pancreas, mental illnesses are medical conditions that often result in a diminished capacity for coping with the ordinary demands of life.” NAMI Nevada.

- 2.6. Mobile Outreach Safety Team: A jail and hospital diversion program where public safety personnel (e.g., law enforcement, firefighters, paramedics), behavioral health, medical professionals, and other community partners work in collaboration to address the behavioral health needs of people involved in, or at risk of involvement in, the criminal justice system. The MOST program is designed to divert appropriate individuals with serious mental illnesses away from criminal justice systems and emergency rooms, and into community-based services and supports.
- 2.7. MOST Law Enforcement Officer: A law enforcement officer or sheriff’s deputy who has completed CIT training.
- 2.8. MOST Behavioral Health (BH) Specialist: A mental health professional or paraprofessional who has completed CIT training and -
- is licensed in the State of Nevada as a Social Worker, Clinical Social Worker, Marriage and Family Therapist, or Clinical Professional Counselor; or
 - qualifies as a Mental Health Counselor or a Psychiatric Caseworker within the State of Nevada classification.

3. MOST Services

- 3.1. Geographic Limitations: MOST services will primarily be provided in Carson City, Nevada. Upon direction from the Carson City Sheriff or his or her designee, the MOST may provide services outside of Carson City, Nevada.
- 3.2. MOST Team Leader: The MOST law enforcement officer will be the MOST Team Leader.
- 3.3. Quarterly Management Meetings: Management from Rural Clinics and the CCSO will meet at least quarterly to review productivity measures and ensure open communication.
- 3.4. Firearms: The MOST BH Specialist will not handle or operate firearms while performing functions as a MOST member.
- 3.5. Team Approach: The MOST members will remain in the immediate proximity with each other when any MOST member meets with a mentally ill or potentially mentally ill individual in the field (i.e., outside of a clinic setting).

- 3.6. Freedom of Choice: A mentally ill or potentially mentally ill individual has the freedom to choose (and/or request referral to) any provider of behavioral health or medical services, and the MOST members will advise the individual of such freedom.
- 3.7. Confidentiality and Privacy: All employees, affiliated providers, and interpreters must adhere to all applicable confidentiality and privacy requirements imposed by federal and state law, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and patient privacy requirements specific to the care of minors.
- 3.8. Release of Information: The release of any information must comply with HIPAA, if applicable, and/or all other applicable federal and state laws. In general, a signed, written release must be obtained prior to the disclosure of protected health information unless HIPAA or the applicable law permits disclosure to the person or entity requesting the information.
- 3.9. Consumer Rights: When interacting with a mentally ill or potentially mentally ill individual, the MOST members must, as applicable, afford the individual the consumer rights as set forth in NRS 433.456 thru NRS 433.536.
- 3.10. Detention and Incarceration: This MOST SOW does not include services provided to incarcerated individuals.

4. Services provided by Rural Clinics

- 4.1. Rural Clinics will provide applicable behavioral health services in compliance with Nevada Revised Statutes, Title 39 (Mental Health), Chapter 433 (General Provisions).
- 4.2. Rural Clinics will build partnerships and referral agreements with community providers.
- 4.3. Rural Clinics will collaborate with NAMI Western Nevada.
- 4.4. Rural Clinics will participate in MOST steering committee efforts through the Carson City Behavioral Health Task Force.
- 4.5. Rural Clinics will implement MOST operational procedures for Rural Clinics employees and contract providers.
- 4.6. Rural Clinics will appoint a MOST liaison.
- 4.7. Rural Clinics will provide a CIT trained MOST BH Specialist.

Utilization of MOST BH Specialist

- 4.7.1. The MOST BH Specialist may not be utilized more than 40 hours per workweek, and may not spend more than 32 hours in the field.

4.7.2. The MOST BH Specialist may not work overtime or standby.

4.7.3. The assigned MOST BH Specialist may be unavailable due to trainings, emergencies, illness, and/or vacation. Due to the specialized training for safe and effective MOST functioning, Rural Clinics will not provide substitute coverage when the assigned MOST BH Specialist is unavailable.

Services provided by MOST BH Specialist

4.7.4. The MOST BH Specialist will assist in de-escalating individuals with mental illness.

4.7.5. The MOST BH Specialist will provide crisis intervention and will provide referral services for individuals with behavioral issues.

4.7.6. If the MOST BH Specialist is qualified, under NRS 433A.150 and NRS 433A.160 to make an application for an emergency admission of a person alleged to be a person with a mental illness to a mental health facility or a hospital for evaluation, observation, and treatment, also known as a Legal 2000, the MOST BH Specialist may apply for a Legal 2000 emergency admission or provide consultations on requirements or procedures for Legal 2000 emergency admissions.

4.7.7. The MOST BH Specialist will provide consultations, as needed, to the MOST team members on topics relating to persons with mental illnesses.

4.7.8. When feasible, and in collaboration with a MOST paramedic and accompanied by a MOST law enforcement officer, the MOST BH Specialist will conduct follow-up welfare checks.

4.8. Rural Clinics will provide the MOST BH Specialist with a cell phone, a laptop, business cards, a polo style shirt with MOST on the back, a windbreaker, a winter jacket with MOST on the back, appropriate footwear, and a fitted ballistic vest. These items will be replaced as needed due to wear and tear and/or manufacturer replacement standards.

4.9. The MOST BH Specialist will collect demographic and outcome data for individuals contacted by MOST each shift. Rural Clinics will develop and provide a standardized data form, the MOST Contact Form, to be utilized for this purpose. The current form is attached to the Contract as Attachment B. Rural Clinics may change this form from time to time to better capture data of interest. Rural Clinics will share this data with the CCSO.

5. Services provided by the CCSO

5.1. CCSO will establish and implement MOST operational procedures for law enforcement officers.

5.2. CCSO will appoint a MOST liaison.

- 5.3. CCSO will participate in MOST steering committee through the Carson City Behavioral Health Task Force.
 - 5.4. CCSO will provide a MOST law enforcement officer with CIT training or comparable training in basic mental health and crisis de-escalation techniques.
 - 5.4.1. The MOST law enforcement officer will function as the Team Leader on MOST for matters related to safety. Unless the individual and the setting are reasonably deemed secure by the MOST law enforcement officer, the MOST member(s) will not make contact.
 - 5.4.2. The MOST law enforcement officer will, when practical, assist with de-escalating the individual and situation.
 - 5.4.3. The MOST law enforcement officer will provide awareness and safety training to the MOST BH Specialist. This includes familiarization with law enforcement vehicles, firearm safety, and calling for backup if law enforcement is unable to do so.
 - 5.5. CCSO will provide a temporary work station at the CCSO for the MOST BH Specialist.
 - 5.6. CCSO will provide and maintain a vehicle for the MOST members' use. The MOST BH Specialist will, in general, ride along with the MOST law enforcement officers, but may request a vehicle from the CCSO. CCSO is not required to designate any specific vehicle for use by the MOST, and the vehicle used by the MOST may vary at the CCSO's discretion.
 - 5.7. When appropriate, the MOST law enforcement officer will conduct Legal 2000s in compliance with NRS 433A.150 and NRS 433A.160. *See also* Section 4.7.6.
6. **Cost Considerations:**
- This MOST SOW does not include cost considerations.

**ATTACHMENT B:
Agency Ref#: C 16961**

MOST CONTACT FORM

MOST CONTACT FORM

Date/Time _____

Name	DOB/Age	Gender: M F
Ethnicity	Phone	Message ok? Yes No
Address		
Insurance Type	VA Connected: Yes No	
Follow Up within 72 hours ok? Yes No		

Referral Source:

- EMS
- Law Enforcement
- Community Agency: _____
- Mental Health Provider: _____
- Concerned Citizen
- Self
- Family Member
- Other: _____

Repeat Contact:

- No. This is the initial contact with MOST.
- Yes. Last seen approximately: _____

Presenting Symptoms:

- Suicidal
- Self-harm, "Cutting"
- Depressed mood
- Homicidal
- Anxiety/Worry/Dread
- Poor Sleep
- Mania
- Compulsions
- Hypervigilance
- Avoidance Behaviors
- Flashbacks
- Mood Swings
- Communication Issues
- Memory problems
- Confusion
- Poor Self Care
- Poor judgement
- Poor Impulse Control
- Hallucinations
- Paranoid thoughts
- Delusions
- Increased irritability
- Outbursts of anger/rage
- Physical aggression

Other: _____

Disposition:

- Referred to Services:
 - Current provider of mental health, substance abuse, or medical services
 - Agency/Clinic _____
 - Psychiatrist _____
 - Private Practice _____
 - New Provider of mental health, substance abuse, or medical services
 - Rural Clinics
 - Community Mental Health Provider
 - Community Substance Abuse Provider
 - Community Medical Provider

- Other Community Resource
 - Food Bank
 - Housing
 - Link to benefits (e.g., Social Security, Private Insurance, etc.)
 - Other: _____
- Legal Hold Completed
- ER Admission
- Psychiatric Hospital Admission
- Arrest