

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH BUCKELEW PROGRAMS
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2021, by and between the City of Santa Rosa, a municipal corporation ("City"), and Buckelew Programs, a California non-profit corporation ("Consultant").

R E C I T A L S

A. City desires to establish the inRESPONSE Mental Health Program (Program) to benefit the residents of the City by providing mental health assistance and substance abuse support through a broad behavioral health response model.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services") Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for

the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of seven hundred seventy-six thousand seven hundred sixty-one and no cents (\$776,761.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 370703.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section

17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Consultant Representative:

Santa Rosa Police Department
965 Sonoma Avenue
Santa Rosa, California 95404

[Include name of Project
Manager]
[Include Address, Telephone and
Facsimile Number]

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than November 1, 2024.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently

practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the

date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be

construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing non-profit corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Buckelew Programs

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

Individual/Sole Proprietor

Print

Partnership
 Corporation
 Limited Liability Company
 Other (please specify: non-profit corporation)

Name: _____

Title: _____

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Office of the City Attorney

City of Santa Rosa Business Tax Cert. No.

Attachments:
Attachment One - Insurance Requirements
Exhibit A - Scope of Services
Exhibit B - Compensation

DRAFT

EXHIBIT A: SCOPE OF SERVICES (Buckelew Programs)

inRESPONSE (Mental Health Support Team)

1) inRESPONSE (Mental Health Support Team) Contract Executive Summary

The inRESPONSE (Mental Health Support Team) is a mobile crisis intervention team which is staffed by a paramedic, a licensed mental health clinician, and a homeless outreach specialist. This three-person team will respond to non-violent, non-emergency calls for services dispatched through the Santa Rosa Police Department Dispatch Center. The focus of the inRESPONSE (Mental Health Support Team) will be centered around providing mental health assistance and substance abuse support through a broad behavioral health response model. The team will provide proactive education and outreach to those who are frequent utilizers of the system. The inRESPONSE (Mental Health Support Team) will specifically engage our unsheltered community members with a targeted mission of providing behavioral health support and assistance with permanent and supportive housing. Additional staff members will focus on holistic wrap around services and engage those who have been contracted by the mobile response team and assist these vulnerable community members access long term care and services. This Program also seeks to mitigate and respond to institutional structures that exacerbate inequities for the target population by providing immediate critical support and assistance in navigating existing services.

The goals of the Program are to:

- Provide an enhanced response model to those experiencing a mental health or substance abuse crisis in our community.
- Increase the level of trust in our community to call for help when they have a need for mental health or substance abuse assistance, specifically in communities that are underrepresented and underserved by mental health services and supports
- Reduce the number of non-emergent calls for police and medical services
- Increase the linkage to social services to address social care needs that lead to police or medical calls for service.
- Reduce emergency room utilization among those who are experiencing behavioral health challenges.
- Reduction in number of unsheltered individuals in our community who are in need of permanent and supportive housing.
- Disrupt the over-representation of communities of color experiencing homelessness, particularly Black and Indigenous communities
- Disrupt the disparity in communities seeking mental health support services, specifically addressing underrepresented and underserved communities
- Increase the awareness and availability of preventative mental health support services for underrepresented and underserved community members

2) Hours of Service

The inRESPONSE (Mental Health Support Team) will begin with service ten hours a day for seven days a week. The services will be provided 365 days a year. Services will be phased in and expanded as funding and staff capacity for the team grows. Phase 2 will expand to 17 hours a day and Phase 3 will expand to 24 hours a day.

3) Area of Patrol and Transportation Services

The inRESPONSE (Mental Health Support Team) shall provide proactive outreach and respond to crisis intervention and substance abuse support services within the geographical boundaries of the City of Santa Rosa. The City of Santa Rosa will provide transportation vehicles for the team to respond to all calls for service and street outreach. The inRESPONSE (Mental Health Support Team) shall maintain an emphasis in proactive outreach, servicing and preventative services in the core downtown area of Santa

Rosa, public spaces such as parks, and other areas as identified between the Santa Rosa Police Department and the inRESPONSE (Mental Health Support Team) personnel.

4) Types of Services to be Provided

For the purpose of this contract the term ""transport"" means to provide a courtesy ride to a willing, self-ambulatory person who requires no medical attention or treatment during transport.

inRESPONSE (Mental Health Support Team) personnel shall observe, and reach out to any person, while in a public place, that meets any of the criteria referenced in 4.A below.

4.A. Persons Intoxicated/Under Influence of Controlled Substances

4.A.1. If the person is unconscious, and cannot be aroused, the Santa Rosa Fire Department paramedic assigned to inRESPONSE (Mental Health Support Team) should assess the individual and if necessary request an ambulance to assist in the medical evaluation.

4.A.2. If the person is willing, inRESPONSE (Mental Health Support Team) shall transport him/her to the appropriate licensed or certified open treatment facility within the City or the County if:

1) The person is conscious but appears mentally ill, intoxicated or under the influence of a controlled substance; or

2) inRESPONSE (Mental Health Support Team) has reasonable cause to believe that the person is dangerous to themselves.

4.A.3. If the person is unwilling to be transported to a treatment center, but appears to be in any of the above, 4.A.1 or 4.A.2, or inRESPONSE (Mental Health Support Team) has reasonable cause to believe the person is dangerous to others, personnel assigned to inRESPONSE (Mental Health Support Team) shall immediately notify SRPD dispatch to have police officers respond, and shall stand by to assist the officers, as necessary.

4.A.4. If inRESPONSE (Mental Health Support Team) has reasonable cause to believe the person is intoxicated or under the influence of a controlled substance while in a public place, team personnel may counsel the person on treatment and detoxication options, and if the person is willing, may transport them to the Orenda Center, or other appropriate open facility for further assistance.

4.B. Persons Needing Non-Medical Care or Treatment for Mental Illness

4.B.1. If a person appears to be in need of care or treatment for mental illness, but not dangerous to themselves or others, inRESPONSE (Mental Health Support Team) may counsel the person on treatment options and, if the person is willing, transport them to Crisis Stabilization Unit (CSU), or other appropriate facility within the City or county. Transports to appropriate Kaiser Medical Facilities outside the County of Sonoma may be permitted if necessary and upon notification to SRPD dispatch.

4.C. Persons in Need of Immediate Shelter

When requested by SRPD dispatch, or a supervisor from Santa Rosa Police Department or the Santa Rosa Fire Department, the inRESPONSE (Mental Health Support Team) shall provide transportation to mentally ill or disoriented persons in need of immediate transport to an appropriate open shelter or treatment center or provide such 'person's transportation to and from other open social services agencies or publicly organized and sponsored shelters within the City or the County.

4.D. First Aid and Chronic Care

The inRESPONSE (Mental Health Support Team) paramedic shall provide medical evaluations within their scope of training and should request an ambulance for any medical needs outside of that scope.

4.E General Responsibilities of inRESPONSE (Mental Health Support Team)

Personnel from the inRESPONSE (Mental Health Support Team) can request police assistance to be present at any scene where they do not feel safe, and an officer will be dispatched as soon as an officer is available. If there is a call for service that the team members have a concern responding to, then they should contact the on-duty police sergeant before they respond to the call for service.

The following calls for service have been identified as being appropriate for the inRESPONSE (Mental Health Support Team) to respond and provide services.

- Counseling and intervention for depressed or suicidal subjects
- Transportation for mental health services, substance abuse services, non-emergency medical care, or shelter resources.
- Non-violent intoxicated subjects in a public place
- Non-violent subjects under the influence of a controlled substance in a public place
- Minor medical complaints that do not require emergency medical care
- Family disputes where there is no indication of a criminal violation, weapons, or any potential of violence.
- Welfare checks where there is no crime suspected
- Report of a disoriented person
- Provide support for individuals in need of shelter or housing services
- Collection of drug paraphernalia for destruction

- At the request of any Santa Rosa Police Department or Santa Rosa Fire Department personnel on the scene of an incident.

4.F. Provisions of Services at Direction of the City of Santa Rosa

All inRESPONSE (Mental Health Support Team) provided proactive outreach, crisis intervention and transportation services shall be subject to the direction of and oversight by the City. inRESPONSE (Mental Health Support Team) shall respond to all SRPD radio dispatches and contacts from police and fire personnel requesting mobile crisis intervention services or inRESPONSE (Mental Health Support Team) assistance unless they are already assigned to another call for service of a higher priority. inRESPONSE (Mental Health Support Team) shall immediately suspend the services under 4A, 4B, or 4C of this contract when notified to do so by SRPD Program Manager or by a SRPD Police Supervisor or Officer. If a provision of service under this contract is suspended due to notice by SRPD, inRESPONSE (Mental Health Support Team) shall reinstate the service upon notice to do so by SRPD. While providing services under this contract, inRESPONSE (Mental Health Support Team) shall obey all lawful commands and directions received from police personnel.

5) Contractor Provided Staff

1. The Contractor will provide (2) Client/Family Services Coordinator members to work eight hours a day for five days a week. The Client/Family Service Coordinator provides support in the planning and operation of services to ensure smooth functioning and clear communication. Under direction of the Program Manager (Described below), advocates for and represents clients, their family members and the loved ones of mental health clients and supports and facilitates timely and informative interactions between family members and mental health service programs and staff. Staff is expected to be culturally and linguistically responsive and, to the extent possible, reflect the community's diversity. Individuals should have a demonstrated capacity for service delivery across all neighborhoods and micro-communities of the City. Staff should have experience collaborating with other community-based organizations and a commitment to building a network of shared providers and resources. This effort is grounded in collaboration and collective impact, and as such, all staff should be committed to cross-organization and cross-sector transparency and coherent efforts.

The Client/Family Support Services Coordinator will provide the following services:

- Provide system navigation for clients who have just experienced an acute mental health or substance abuse challenge. Assist in accessing various medical, detention, and psychiatric care, and substance abuse facilities as needed and directed. Encourage client efforts at utilizing community supports and peer-based supports.
- Provide transportation in personal and agency vehicles as directed.
- Facilitate peer and family support groups as needed.

- Assist Program Manager in planning, implementing and monitoring services to meet the needs of the client and their family members.
- Provide input to the Program Manager and other members of the inRESPONSE (Mental Health Support Team) in the development of client and family member policies.
- Represent client and family members within the mental health system and provide individual support and accurate information to assist families or support persons interacting with the system, community supports and services. Assure that services are delivered with cultural sensitivity and in the preferred language of the family receiving support services. Provide accurate and relevant information to the client and family members regarding legal processes in the mental health system.
- Represent client and family 'members' issues to mental health and substance abuse managers, supervisors and staff to enhance awareness and sensitivity regarding concerns.
- Train, inform and assist client and family members in developing skills to enable them to care for and effectively advocate for the client and family members receiving services. Provide similar training to mental health and substance abuse staff to facilitate client and family involvement in services.
- Provide support and information to assist family members of persons and individuals with mental health and substance abuse challenges who are incarcerated in the county jail by way of coordination and communication with the Mental Health Jail Liaison.
- Collaborate with the Patient Rights Advocate to ensure clients and families are aware of current legislation that will impact the services provided to client and family members.
- Investigate concerns and/or grievances as a designated representative of inRESPONSE (Mental Health Support Team) clients and family members or identified support persons. Maintain written records of client / family 'members' or identified support 'persons' requests for assistance, including describing problems, actions taken, and results. Enter, track and manage client and family services data in our electronic health records; generate reports as needed. Communicate effectively with the client, family or identified support persons, treatment staff, supervisors, managers, administrators, support staff, 'Patient's Rights Advocate (PRA) and other involved entities, about concerns or grievances pertinent to the request for services.
- Attend team meetings for inRESPONSE (Mental Health Support Team) and the Family Service Coordination Program.
- Utilize an asset based or strength-based approach to working with families and individuals in crisis
- Utilize culturally and linguistically sensitive mental health and

engagement practices

The contractor shall also provide (1) Program Manager to work eight hours a day for five days a week. The Program Manager serves as a liaison to external partners such as police departments, local governments, mental health and social services providers, and other internal agency programs and departments. The Program Manager motivates and guides inRESPONSE (Mental Health Support Team) and administrative staff, and is involved in strategic planning, staffing considerations, and budgeting discussion of the team.

Reporting to the SRPD Contract Manager, the Program Manager is responsible for the operational and administrative day-to-day operations of assigned areas of the Program and for overall management of the Program in the absence of the SRPD Contract Manager. Acts as a liaison between internal and external teams to include the police department, fire department, homeless outreach, SCBH and the 'agency's Family Service Coordination staff. Aids the Chief of Police and the SRPD Contract Manager in the planning and operation of the administrative and clinical aspects of the Program, to insure smooth functioning and clear communication. Consistently supports the mission and objectives of City of Santa Rosa by maintaining the privacy and confidentiality of information, protecting the assets of the organization, acting with ethics and integrity, and adhering to applicable federal, state and local laws and regulations.

The Program Manger will provide the following services:

ADMINISTRATIVE

- Assist in managing all aspects of operations of assigned Program (s) to include planning, growth, staffing and program development. This includes assisting in the development of annual program goals, objectives and activities as well as exploring trends and considering the future expansion of the inRESPONSE (Mental Health Support Team)
- Work with SRPD Contract Manager to prepare budgets within assigned program(s), monitor expenses to operate within budgets assuring that financial procedures and controls are adhered to by program staff.
- Manages all administrative and clinical record keeping tasks.
- Ensures all city safety protocols are maintained in order to provide a safe, open and welcoming work environment.
- Manage vehicle maintenance calendar.

STAFF MANAGEMENT

- Manage weekly staff schedule to meet daily operational needs of the mobile support team.
- Assist in planning, coordinating, and implementing staff schedules.
- Oversee response to records requests and subpoenas.
- Facilitate regularly scheduled weekly individual, team, and all-staff meetings.

- As possible and necessary, attract and retain staff that reflect the diversity of the community.

PROGRAM QUALITY AND COMPLIANCE

- Ensure all services meet the highest standards of care while adhering to documentation requirements maximizing the use of evidence based and best practice treatment models and/or industry standards. Ensure that services are designed and delivered in a manner that facilitates progress toward identifiable client goals while maintaining a reasonable degree of client satisfaction.
- Ensure that all legal, regulatory, and contractual requirements applicable to the Program are adhered to and/or delivered, including compliance with program certifications, e.g., CARF, Community Care Licensing (CCL), American Association of Suicidology.
- Oversee quality assurance activities in collaboration with the Quality and Compliance Department such as chart reviews, note writing and incident reporting. Evaluate progress towards meeting program objectives and prepare regular data and outcome reports.
- Review, audit, and provide feedback on individual 'staff's charts and documentation compliance at least quarterly.

CLINICAL DUTIES

- Oversee, assist, monitor and provide direction to staff in the planning, development, reviewing, and implementation of client care, client services and record keeping.
- Provide crisis intervention and crisis management services as needed.
- Ensure services are delivered with cultural sensitivity and in the preferred language of client/family receiving support services.

Community Outreach & Engagement

- Develop strategic partnerships with state and local organizations, and develop communications strategies supporting advocacy efforts that reflect best practices for full community engagement and empowerment.
- Perform community outreach and engage in public speaking to increase public awareness of the impact of mental illness on clients and families, preventative practices, and the importance of family and community involvement in the treatment of the clients we serve.
- Collaborate with partners to help organize and participate in community events to promote inRESPONSE (Mental Health Support Team) services, provide resources, and decrease stigma.
- Work with the SRPD Contract Manager in the ongoing development of funding proposals to continue and expand the inRESPONSE (Mental Health Support Team).

- Explore and maintain community resources in order to provide peer and families and consumers with appropriate and up-to-date resources and support.
- Represent client and family interests in various community committees and task forces.
- Establish and maintain collaborative relationships with peer and family support groups and other community providers.
- Practice culturally and linguistically competent communication and engagement strategies including translation and transcription as appropriate.
- Specifically target and track the inclusion of underserved and underrepresented community populations to mitigate disparate engagement.
- Track and report engagement efforts by attendance, race, ethnicity, age and when possible address/location/community.

6) Staffing Restrictions

5.A. Contractor represents that it has employees who have experience and training to provide services as described in a reasonable and responsible manner. The City relies upon this representation in entering into this contract. Contractor shall facilitate a background check of prospective employees and shall inform prospective employees that their full name, date of birth, 'driver's license number, and other information needed will be provided to the SRPD for any necessary background and security clearances. These clearances are needed before using a police radio or operating a City vehicle. All employees will be trained to operate the police radio.

5.B. During the provision of patrol, crisis intervention, and transportation services under this contract, the City provided vehicle(s) shall be staffed by at least three (3) persons per vehicle. At least one (1) person shall be currently certified as an Emergency Medical Technician or Paramedic, (1) person shall be a licensed mental health clinician, and (1) person shall be a homeless outreach specialist. The Santa Rosa Fire Department paramedic shall serve as a transportation officer. The transportation officer shall make the final decision regarding transportation of any person to a non-emergency medical care provider, shelter, or to an alcohol, drug, or mental health treatment facility, unless the transportation officer received direction from SRPD on where to transport the person.

5.C. Except for a trainee observer actively involved in a program leading to employment by the City of Santa Rosa or one of the contractors, no person shall ride in the vehicle except for employees assigned to the inRESPONSE (Mental Health Support Team), employees of the City of Santa Rosa, employees who are

providing services under this contract and persons being transported to services or a treatment facility. The Santa Rosa Police Department Police Chief or his/her department designee may approve ride-a-longs under special circumstances when they assist with the needs of the team.

At no time shall more than four (4) persons employed by, or under training with inRESPONSE (Mental Health Support Team), ride in the vehicle. This does not include a patient being transported in the vehicle. The City reserves the right to reject any employee of contractor and/or its trainee observer from riding in the vehicle or participating in the 'contractor's provision of services under this contract, on the basis of the 'individual's driving record, criminal history record, or their inability to fulfill the requirements of the position.

Contractor shall immediately notify the SRPD Contract Manager should any employee providing services under this contract be arrested or identified as being under criminal investigation.

7) Service Exclusions/Restrictions

If there is any indication of violence or weapons involved with a call for service, then the inRESPONSE (Mental Health Support Team) cannot respond.

The inRESPONSE (Mental Health Support Team) personnel are not armed and do not perform any law enforcement duties.

Any time a request for service involves a crime, a potentially hostile person, a potentially dangerous situation (to the subject or the public in general) or an emergency medical problem the call is not appropriate for inRESPONSE (Mental Health Response Team), and will be referred to the Santa Rosa Police Department and/or Fire/EMS for dispatch.

The inRESPONSE (Mental Health Support Team) is only available inside the Santa Rosa city limits unless the SRPD Watch Commander has approved traveling outside the city limits.

inRESPONSE (Mental Health Support Team) cannot transport subjects that require a wheelchair or children that require a car seat.

8) Use of Equipment

6.A. The City will provide inRESPONSE (Mental Health Support Team) with a modified passenger van type vehicle and portable radios for use during the duration of this contract. Equipment shall be provided in good working order and the contractor agrees to return any vehicle(s), radios, and other equipment the City agrees to provide the contractor for program use, in good working order and

general condition at the completion of the contract. The City shall provide necessary fuel, maintenance, and repairs of equipment, except the contractor shall bear any costs of any equipment repair necessary due to deliberate, repetitive, or grossly negligent acts by employees of the contractor. The City shall provide ongoing maintenance for the equipment according to standard maintenance schedules.

6.B. All inRESPONSE (Mental Health Support Team) personnel will keep their radios on and at a volume to hear dispatch communications. If a call for service dictates a quiet environment, one radio must be kept on and at a volume so that inRESPONSE (Mental Health Support Team) personnel can hear and acknowledge dispatch. If a radio does not work properly, the contractor will make immediate arrangements with SRPD to have the radio repaired or replaced. The contractor will notify the SRPD Contract Manager or representative when a radio or vehicle is out of service for maintenance.

6.C. inRESPONSE (Mental Health Support Team) personnel will not carry any firearms, as defined by California Penal Code section 16520, or dirk or dagger as defined by California Penal Code section 21310, or pepper spray, upon their person while working.

6.D. Contractor will ensure employees wear the appropriate uniform clearly identifying them as a member of the inRESPONSE (Mental Health Support Team) as defined in this contract. The approved uniform will be provided by the City of Santa Rosa.

9) Training

The City shall provide the inRESPONSE (Mental Health Support Team) personnel with applicable training in the use of the City vehicle, radio procedures, and other training needed for successful implementation of this Program. Contractor agrees that its employees providing the services under this contract will have successfully completed any of the City-required training in a reasonable period of time and subject to City approval.

10) Services guidelines

While providing services in accordance with this contract, all inRESPONSE (Mental Health Support Team) personnel shall observe the following rules:

- a. inRESPONSE (Mental Health Support Team) personnel shall not use force while observing, contacting, detaining or transporting persons unless such force is necessary for the protection of a person from bodily harm, and a police officer

cannot be summoned or cannot respond quickly enough to provide protection.

- b. inRESPONSE (Mental Health Support Team) personnel shall summon a police officer when a dangerous situation appears to exist. Personnel shall request SRPD dispatch to have an ambulance respond whenever it appears the person(s) contacted need emergency medical treatment.
- c. inRESPONSE (Mental Health Support Team) personnel shall not provide emergency medical transportation to injured or ill persons. The inRESPONSE (Mental Health Support Team) paramedic may provide first aid and/or basic life support to person(s) within the scope of their training.
inRESPONSE (Mental Health Support Team) personnel may provide courtesy transportation to persons evaluated by the inRESPONSE (Mental Health Support Team) paramedic if the patient is determined to not need or refuses to receive medical transport by ambulance.
- d. Under no circumstances shall the City vehicles be used by inRESPONSE (Mental Health Support Team) for personal use or for the transportation of intoxicated person(s) to their place or residence, nor shall it be driven outside the designated geographic corporate boundaries of the City of Santa Rosa or the County of Sonoma except at the direction of SRPD dispatch, police supervisor, or fire supervisor. The vehicles shall be parked at the designated inRESPONSE (Mental Health Support Team) office or City Corp/Fleet facility when not in-service.

11) Vehicular Accident Report

9.A If an inRESPONSE (Mental Health Support Team) team member is involved in a motor vehicle accident in a City vehicle, the following steps should occur:

9.A.1. If the accident involves an injury, contact SRPD dispatch or 9-1-1 as quickly as possible. If the accident does not involve an injury, but does involve a traffic violation, another vehicle, or damage to private property, call the police non-emergency business number, 707-528-5222, your immediate supervisor, and the SRPD Contract Manager.

9.A.2. Do not leave the scene of the accident until instructed to do so by your supervisor. If another vehicle is involved, remain at the scene and obtain all necessary insurance information. A police supervisor must be notified to respond to document an on-duty employee vehicle collision incident report. Failure to notify a police supervisor immediately after an accident and/or any negligent damage may result in damages being repaired at the 'contractor's expense.

9.A.3. File a traffic collision report with the SRPD if the accident involves another vehicle, regardless of the dollar amount of damage or extent of injury.

9.B. City Fleet SRPD will provide instructions regarding the transportation and repair of the damaged vehicle. Any damage to a city vehicle should be reported to a supervisor and the SRPD Contract Manager.

9.C. Contractor agrees to use the city vehicles only when they are in service as mobile crisis intervention team vehicles, or when they are transporting the vehicles to and from maintenance. When the inRESPONSE (Mental Health Support Team) vehicles are being used for these functions listed above, they shall notify dispatch of their service type, beginning of their shift, to and from calls, at the end of their shift, and to and from maintenance. Any use of the vehicles outside its inRESPONSE (Mental Health Support Team) intended purpose is prohibited.

9.D. Use of drugs and/or alcohol by the 'contractor's employees assigned to the inRESPONSE (Mental Health Support Team), observer trainees, paramedics, officers or agents while on duty to provide the services under this contract, and/or reporting to duty with a noticeable presence or effects of alcohol or drugs is prohibited.

10) Disposition of Contraband

All drugs, paraphernalia, and alcohol discovered by during the course of inRESPONSE (Mental Health Support Team) 'personnel's duties shall be removed from patients by inRESPONSE (Mental Health Support Team) personnel prior to transport. Personnel shall make all reasonable efforts to discover and remove weapons and other objects capable of being used to inflict injury prior to transportation. inRESPONSE (Mental Health Support Team) personnel shall ensure security of these items in the vehicle and shall inventory each item as it is secured. At the conclusion of the workday, personnel shall submit any contraband collected to SRPD and reconcile items against the inventory list maintained.

11) Cooperative Planning Requirements

Contractor recognizes that planning within the City and other state and local agencies is essential to the success of a coordinated service delivery system. The Contractor agrees to attend and participate in a reasonable number of meetings and planning efforts initiated by the City, and to provide non-confidential data already in the 'contractor's possession which may be required by the City and is reasonably necessary to achieve compliance with City programmatic goals. The contractor agrees to maintain open and responsive working relations with the Santa Rosa Police Department, the Santa Rosa Fire Department, and the City of Santa Rosa.

12) Statistical Reporting

Each month, inRESPONSE (Mental Health Support Team) Program Manager will provide the SRPD Contract Manager with a summary of calls. The report will include if the activity was a SRPD or SRFD divert (inRESPONSE (Mental Health Support Team) handling instead of SRPD or SRFD personnel) or if it was a joint response; time on call; disposition, the transport-pick up location, patient problem, time, estimate age of client, sex of client, race/ethnicity of client, language spoken, destination of transport, any pertinent history/treatment, and all of the criteria established by the SRPD Contract Manager.

Consultant represents it has:

1. Experience successfully providing culturally responsive and linguistically appropriate services and resources to our City's diverse individuals and families;
2. Through a collaborative approach, demonstrate capacity for service delivery across all neighborhoods of the City of Santa Rosa;
3. Experience collaborating with other community based organizations and a commitment to building a network of providers and resources;
4. Successful equity process design and delivery experience, ensuring cultural relevance of engagement and services;

Consultant agrees to the following:

Quarterly Program benchmarking and recommendations that reflect a systems level approach as well as ongoing data collection and analysis for internal continuous improvement to be provided to City liaison

EXHIBIT B: BUDGET
10-hour model

inRESPONSE Program

Personnel	Prorated 8 months	Full Year Budget
Program Director	\$56,250	75,000
Counselor/Clinician	\$116,438	155,250
Total Personnel	\$172,688	\$230,250
Non-Personnel		
General & Administrative	\$9,057	12,076
Overhead	\$30,099	40,133
Total Non-Personnel:	\$39,156	\$52,209
Total Annual Contract Expense	\$211,844	\$282,459