

**AGREEMENT BETWEEN COUNTY OF SONOMA
AND THE CITY OF SANTA ROSA FOR
MOBILE CRISIS RESPONSE PROGRAM FUNDING**

This agreement (hereinafter “Agreement”) dated on _____, 2023 (hereinafter “Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”) and City of Santa Rosa (hereinafter “City”).

RECITALS

WHEREAS, the Sonoma County Department of Health Services is partnering with the cities of Santa Rosa, Petaluma, Rohnert Park, and Cotati to expand access to mobile crisis services for individuals experiencing behavioral health crises, including mental health crises, substance use crises, or co-occurring mental health and substance use crises;

WHEREAS, the Sonoma County Board of Supervisors allocated Measure O Sales Tax revenue in May 2023 to support the implementation of these city-level programs and participate in a collaborative evaluation of these programs along with the Department of Health Services’ Mobile Support Team;

WHEREAS, Santa Rosa’s inRESPONSE mobile crisis response is consistent with the Eugene, Oregon, White Bird Clinic’s CAHOOTS (Crisis Assistance Helping Out On The Streets) model that utilizes behavioral health and emergency medical service teams to act as first responders to service calls that do not require law enforcement resources;

WHEREAS, the cities of Cotati, Rohnert Park, Petaluma and the Sonoma State University are partnering with Petaluma People services to operate SAFE (Specialized Assistance for Everyone), to improve response to mental illness and substance abuse crises, and will operate teams of specially trained civilian first responders who respond to and proactively address calls for service that have traditionally (and unnecessarily) burdened law enforcement, emergency medical services and health care providers; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to provide funding to the City of Santa Rosa as a one-time investment to assist in developing a mobile support team program.

WHEREAS, County personnel provide clinical services for the Santa Rosa mobile support team, as described in Exhibit A (“inRESPONSE Services”).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Funding Amount

County agrees to provide funding (“Program Funds”) to City in the amount of \$514,440 upon execution of this Agreement.

2. Use of Program Funds

City shall use Program Funds as described in Exhibit A (Scope of Work and Budget), attached hereto and incorporated herein by this reference (hereinafter “Exhibit A”). In the event City does

not complete efforts as described in Exhibit A by the end of the term of this Agreement, City shall return to the County all unused Program Funds provided to City under this Agreement.

3. Documentation of Project

City shall provide a written report on the use of Program Funds, and any other reasonable information the County should request including data requested as part of the collaborative evaluation efforts, within ten days after the term end date of this Agreement.

4. Invoices

City agrees to provide County with invoices demonstrating City's expenditures under this Agreement with sufficient detail and frequency to reasonably demonstrate compliance with any County Measure O requirements.

5. Term and Termination

5.1. Term

The term of this Agreement shall be from July 1, 2023 to June 30, 2024.

5.2. Termination

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days' advance written notice to City.

6. Publicity

Publicity generated by City for work performed or services offered or funded by this Agreement during the term of this Agreement and for one year following expiration of this Agreement shall make reference to the contribution of the County in making the project possible.

7. Non-Discrimination

City agrees to comply with applicable federal state and local laws prohibiting discrimination in employment or in the provision of services because of race, color, religion, national origin, age, sex, sexual orientation or mental or physical handicap or any other protected category. City agrees to comply with Sections 19-30 through 19-40 of the Sonoma County Code, prohibiting discrimination due to HIV infection or a related condition.

8. Indemnification

8.1. Funding

City agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including City, that arise out of, pertain to, or related to City's or its agents', employees', contractors', subcontractors', or invitees' activities relating to the funds provided under this Agreement. City's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at City's expense, subject to City's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type

of damages or compensation payable to or for City or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8.2. Services

With regard to the inRESPONSE Services provided pursuant to this Agreement, each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, administrative proceedings, regulatory proceedings, damages, causes of action, liability, costs or expenses to the extent arising from or in connection with, or caused by any negligent act or omission, of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

9. Confidentiality

Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical and technical safeguards to protect all confidential information. This Article 9 shall survive termination of this Agreement.

10. Compliance With Laws

City agrees to comply, and to ensure compliance by its employees, subcontractors, and agents with all applicable federal, state and local laws, regulations, and statutes and policies, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. To the extent there is a conflict between federal or state law or regulation and a provision in this Agreement, City shall comply with the federal or state law or regulation. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

11. Right to Audit and Inspect

City understands and agrees to permit County the right to audit and inspect all records, notes and writings of any kind to the extent permitted by law, for the purpose of monitoring City compliance with the terms and conditions of this Agreement.

12. Obligations after Termination

The following shall remain in full force and effect after termination of this Agreement:

(1) Article 7, Non-Discrimination, (2) Article 8, Indemnification, (3) Article 9, Confidentiality, and (4) Article 10, Compliance With Laws.

13. No Political or Religious Activity

County funds shall be used only for the purposes specified in this Agreement and in any attachments thereto. No County funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No County funds shall be used for purposes of religious worship, instruction, or proselytizing.

14. Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15. Severability

In the event that any provision of this Agreement shall be held by a court to be invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining provisions of this Agreement.

16. Method and Place of Giving Notice

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

To County:	To City:
Behavioral Health Director Behavioral Health Division Department of Health Services County of Sonoma 2227 Capricorn Way, Suite 207 Santa Rosa, CA 95407 707-565-4850	Pam Lorence Administrative Services Officer City of Santa Rosa 100 Santa Rosa Avenue, Room 10 Santa Rosa, CA 95404 707-543-3010 plorence@srcity.org

And when so addressed, shall be deemed given upon deposit in United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

17. Assignment/Delegation

Neither party shall assign, sublet, or transfer any interest in or delegate any duty under this Agreement without the written consent of the other, and no assignment shall have any force or effect whatsoever unless and until the other party shall have so consented.

18. Status of Parties

This Agreement shall not be construed to create a joint venture or partnership. Neither party is the agent of the other for any purpose. There are no third party beneficiaries to this Agreement, and it may be enforced only by the parties hereto.

19. Insurance

With respect to performance of work under this Agreement, City shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain insurance as described in Exhibit B (Insurance Requirements), which is attached hereto and incorporated herein by this reference.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF SANTA ROSA:

Maraskeshia Smith, City Manager
City of Santa Rosa

Dated

COUNTY OF SONOMA:

Approved; Certificate of Insurance on File with County:

Tina Rivera, Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated

Exhibit A. Scope of Work and Budget

inRESPONSE Services - Clinician Scope of Work

The inRESPONSE program is a mobile crisis intervention unit operated by the City of Santa Rosa that responds to non-violent, non-emergency calls for service dispatched through the 911 system, Police non-emergency, and inRESPONSE community number without Law Enforcement. The inRESPONSE team will be able to respond along side police at request of officers or if any member of the team requests. The program is designed to provide timely and appropriate access to behavioral health crisis services.

In-field staff includes a Sonoma County Behavioral Health (SCBH) Clinician who is a licensed Clinician or Clinical Intern who has previous experience working on the Sonoma County Department of Health Services Mobile Support Team. Clinicians must complete detailed training conducted by Sonoma County Behavioral Health, and Santa Rosa Police Department.

Clinicians will be stationed at the inRESPONSE building and will travel to and from calls in transportation provided by inRESPONSE.

The Clinician will play a pivotal role within the mental health team, actively participating in mental health calls. Responsibilities will include:

- Traveling to and from calls on transportation provided by inRESPONSE.
- Conducting in-field mental health interventions.
- Crisis and risk assessments and safety planning.
- Conducting evaluations pursuant to California Welfare and Institutions Code §5150.
- Completion of Documentation and Daily Logs once by the end of each shift that document service calls, track clinical training, and note and inform the supervisor of critical incidents.
- Maintaining their licensure to practice in the State of California.

inRESPONSE will be responsible for providing the following:

- Uniforms (with the exception of pants and shoes) will be provided by inRESPONSE.
- Two-way radio used to remain in contact with Dispatch and other team members.
- In-van cellphone for anyone on the team to use for calling for consultation, translation services, contacting the Program Administrator, or other work-related calls.
- inRESPONSE vehicle will be outfitted with a Mobile Data Computer (MDC) equipped with GPS that can be located by Dispatch.

Mobile Crisis Support Teams – Measure O

Scope of Work:

1. City will retain the services of a duly qualified provider of mobile crisis response services consistent with the City's CAHOOTS-style mobile crisis intervention program. City's contract with the provider will include the provision that the provider will hire and retain appropriate staff, acting within their scope, who can assess the needs of individuals within

the region of operation and provide direct treatment services. The contract shall also include a provision that the provider will hire and retain a licensed mental health professional to oversee the program.

2. Develop and maintain mobile crisis services available to reach any person in the service area in a home, school, workplace, or any other field-based location in a timely manner.
3. Connect individuals to facility-based or other follow-up care as needed through warm handoffs and coordinating transportation when and only when situations warrant transition to other available locations.
4. In conjunction with County, create a standard for data reporting, data sharing, and creating a common space to share best practices and align efforts.
5. Participate actively in the collaborative evaluation and submit data requested in a timely manner.
6. Acknowledge the contribution of Measure O funding in publications, press releases, and in marketing materials as appropriate.

Expected Outcomes:

1. Reduction of mental health and substance abuse calls handled by law enforcement officers.
2. Increasing the connections to social services and support for those experiencing behavioral health crises.
3. Standardization of data collected and data sharing by the different mobile support teams.

***Data to be collected for Collaborative Evaluation:**

Evaluation criteria are currently in development. Performance measures may be revised as needed to address current situations and high priority challenges. However, the initial metrics for data gathering and analysis are the following:

- The number of individuals served/impacted by each team
 - Percent (%) treated and released
 - % referred to services in the community
 - % admitted to psychiatric hospital
 - % involuntarily admitted to hospital
 - % taken to the Emergency Department
- Average and median response time of each team
- Primary diagnoses of clients served
- Primary reason for dispatch (e.g., Risk of self-harm, risk of violence to others, other erratic behavior)
- % with co-occurring mental health and substance use disorder diagnoses
- Health insurance statuses of clients served
- Number of dispatches
- Percent of all crisis calls (911 or other) resulting in dispatch
- Number of initial mental health or substance use calls routed through police to team
- Number of crisis calls when team engages/requests police response
- Demographic data of clients served:
 - Ages of clients served

- Number of clients served who are male/female/transgender/non-binary or gender queer/unknown
- Number of clients served who are American Indian or Alaska Native/Asian American/ Black or African American/Native Hawaiian or Pacific Islander/More than one race/White/unknown
- Number of clients served who are Latinx or Chicanx or Hispanic/Not Latinx or Chicanx or Hispanic/unknown
- Number of clients served who speak a language other than English at home
- % of individuals who receive crisis follow-up care within 48 hours
- % of families engaged collaboratively in the crisis intervention process
- % of crisis encounters resolved successfully within two hours
- Satisfaction with services (how likely are they to recommend)

Budget

POSITION/EQUIPMENT- Santa Rosa Specific	COST (\$)
1. Fund 3 FTE bilingual system navigator	337,500
2. Fund 1 FTE Hospital Navigator	110,940
3. Increase ½ FTE program administrator to 1 FTE	31,000
4. Crisis Supplies	35,000
Total Cost for Additional Funding	514,440

Exhibit B. Insurance Requirements

City shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a **Waiver of Insurance Requirements**. The insurance shall be maintained for 1 year after all Program Funds have been disbursed. County understands and agrees that the City is self-insured. County agrees that City's self-insurance program satisfies the requirements set forth in this Exhibit B.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve City from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employer's Liability Insurance

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employer's Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. Required Evidence of Insurance: Certificate of Insurance.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) Form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If City maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by City.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. City is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether City has a claim against the insurance or is named as a party in any action involving the County.
- d. **"County of Sonoma, its Officers, Agents, and Employees"** shall be additional insureds for liability arising out of City's ongoing operations. (ISO Endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage, including the "f" definition of insured contract in ISO Form CG 00 01 or equivalent).
- g. The policy shall cover inter-insured suits between County and City and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance
 - i. Copy of the additional-insured endorsement or policy language granting additional-insured status; and

ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned vehicles if City owns vehicles.
- c. Insurance shall apply to hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Required Evidence of Insurance: Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. City agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

**County of Sonoma - Department of Health Services
Attn: Contract and Board Item Development Unit
1450 Neotomas Avenue, Suite 200
Santa Rosa, CA 95405
DHS-Contracting@sonoma-county.org**

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists at least 10 days before expiration or other termination of the existing policy.
- d. City shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within 30 days.

7. Policy Obligations

City's indemnity and other obligations shall not be limited by the foregoing insurance requirements.