

MEMORANDUM OF UNDERSTANDING
Between
Santa Barbara County Behavioral Wellness
and
City of Santa Maria Police Department
BEHAVIORAL HEALTH CO-RESPONSE TEAM
(BHCRT)

I. PURPOSE

The purpose of this memorandum is to set forth the initial, generalized responsibilities of the **Santa Barbara County Behavioral Wellness Department (BWELL or County)** and the **Santa Maria Police Department (SMPD)** as they relate to the creation and operation of a **Behavioral Health Co-Response Team (BHCRT)**, which will be a strike team formed in partnership between BWELL and SMPD operated cooperatively. Working collaboratively, BWELL and SMPD will provide resources to address emerging and immediate mental health crises. BHCRTs are designed to improve collaboration between the mental health and law enforcement systems, with the goal of more effective handling of incidents involving law enforcement officers and persons in need of immediate mental health crisis and/or intervention. This goal will be reached by having mental health professionals from BWELL ride along with SMPD officers when responding to certain calls as designated by the BHCRT managers.

II. MISSION

The mission of the BHCRT is to provide specialized support to community members of the City of Santa Maria experiencing mental health crisis. Interventions may include: assessment, referral to a mental health facility, de-escalation of situations or individuals, referral and linkage of individuals to needed services, and when appropriate, follow-up to ensure continued care and prevention. The goals of the BHCRT program are: to provide a safe, compassionate, and effective response to individuals with mental illness who come into contact with law enforcement; to prevent unnecessary hospitalization and/or incarceration; to increase public safety in potentially dangerous situations; and, to decrease arrests and prosecutions of mentally ill individuals. Through the BHCRT program, BWELL will provide real time mental health consultations to SMPD.

III. COOPERATIVE GOALS

- A. Respond to 911 calls involving community members experiencing a mental health crisis.
- B. Conduct follow up visits with community members who are interfacing with law enforcement as a symptom of a mental health disorder.
- C. Mitigate the need for jail as a sanction by diverting persons in mental health crisis to appropriate treatment and resources in the community.
- D. Respond rapidly to emergency situations with knowledge and information about subjects who are acutely suicidal or homicidal due to mental illness.
- E. Participate in with Crisis Intervention Training and other trainings as assigned.

- F. To the extent allowed by privacy laws, gather, collect and provide information to respective supervisors for outcome reporting purposes.
- G. Conduct follow up visits for community members who have recently been released from psychiatric hospitalization.
- H. Work closely with local emergency room hospital staff to ensure continuity of care for persons being brought to the hospital.
- I. Ensure confidentiality within legal guidelines for mental health clients.
- J. Provide, at no-cost, training programs for law enforcement personnel that are involved in the BHCRT program for the purpose of improving their ability to identify and effectively intervene with mentally ill individuals as well as persons involved in situations needing mental health crisis intervention.
- K. Work closely with the other county law enforcement agencies and BWELL community to ensure qualified staff participation in the interagency collaboration effort.
- L. Participate in a HIPPA compliant forum for law enforcement personnel, BHCRT clinicians and providers to collaborate on potential high-risk BHCRT cases within geographical regions (Round-table meetings).
- M. BHCRT's role in Special Weapons and Tactics (SWAT) and Crisis Negotiation Team (CNT) type calls is to provide support to the incident commander. BHCRT's may be utilized by the incident command to obtain relevant psychiatric and medical history to the extent allowed by privacy laws on the subject for the purpose of trying to provide information that may assist the incident command and negotiators in ending the situation peacefully. BHCRT personnel do not actively engage in negotiations with the subject. These are tactical situations handled by law enforcement negotiators. This policy must be adhered to consistently by the SMPD and clinicians county-wide.

IV. MANAGEMENT

- A. The BHCRT teams will be jointly managed by the SMPD and BWELL Crisis Services Manager. The day-to-day field deployment and overall coordination of field operations for the BHCRT teams will be the responsibility of the SMPD. The SMPD Community Services Unit Supervisor will be assigned to oversee BHCRT, assist operational decisions, and ensure that the BHCRT teams are effectively deployed. The BWELL Crisis Services Manager will maintain full control of personnel issues relating to the BWELL practitioners assigned to the team and will be involved in making clinical decisions. The SMPD Community Services Supervisor and BWELL Crisis Services Manager will work to resolve issues at their level whenever possible. Any issues that need to be raised to a higher level will follow the chain of command within each organization. Disputes not resolved through the chain of command shall be subject to the Dispute Resolution Process set forth below.
- B. Each employer is responsible for directing its employees to attend training that would be beneficial to their assignment. BWELL and SMPD shall implement all reasonable training requests from the other party. SMPD and BWELL will pay for the cost of their staff's respective trainings.

V. SMPD RESPONSIBILITIES

- A. Provide and assign qualified officers for the BHCRT program to ride with BWELL clinicians each watch.
- B. The SMPD will provide employee background investigations and fingerprinting for all clinicians added to the BHCRT program.
- C. The SMPD will provide, at no cost to County, California Department of Justice (DOJ) mandated Criminal Justice Information Services (CJIS) Security Awareness Training to BHCRT clinicians within six months of appointment. This will include management of subsequent biennial CJIS Security Awareness recertification for all clinicians.
- D. Provide supervision for officers involved in the BHCRT program.
- E. Assure participation of assigned Officers, Sergeants, and management staff in the BHCRT program and trainings as appropriate.

VI. BWELL RESPONSIBILITIES

- A. Provide and assign qualified BWELL clinicians to ride with a Police Officer during each shift. In the event a BWELL Clinician is not available for a given shift/tour, BWELL will attempt to secure coverage with another Clinician to fill in if overall departmental staffing allows.
- B. Provide clinical and personnel supervision for BWELL clinicians involved in the BHCRT.
- C. Provide all mental health/substance abuse crisis evaluations to determine whether a 5150/5585 application for involuntary civil commitment is the appropriate clinical action for individuals encountered by the BHCRT .
- D. Ensure all California Welfare and Institutions Code sections related to involuntary civil commitment are followed according to the LPS Act. This includes ensuring all individuals in the program are offered voluntary treatment before a 5150/5585 hold is placed and ensuring that the least restrictive option possible is used for each individual encountered who is experiencing a mental health or substance use crisis.
- E. Ensure participation of assigned BWELL clinicians and supervisor/management staff in the BHCRT program and trainings, as appropriate.
- F. Protect confidentiality within legal guidelines for all BWELL clients.

VII. FACILITIES, EQUIPMENT, AND PROPERTY

- A. The BHCRTs will be assigned to the SMPD as their primary worksite. Shared office space will be utilized at the worksite.
- B. Vehicles will be provided and maintained by the SMPD.

VIII. CONFIDENTIALITY AND SHARING OF INFORMATION

All personnel assigned to BHCRT shall be knowledgeable of and abide by all applicable provisions of the law pertaining to the confidentiality of information, which may include but are not limited to, the Health

Information Portability and Accountability ACT (HIPAA), and the Laterman-Petris-Short Act (LPS) (Welfare and Institutions Code Sections 5000 et seq). Sharing of Protected Health Information (PHI) between SMPD and Behavioral Wellness staff will occur only to the extent allowed by privacy laws, such as authorized by the individual through a signed Release of Information (ROI) form. Outside of an authorized ROI, any request for PHI from SMPD will be directed to the Behavioral Wellness Crisis Services Manager. In the event of a dispute as to what PHI may be shared, the decision of Behavioral Wellness shall be final.

IX. PROCEDURES: DEPLOYMENT

- A. The Santa Maria police officer will wear the authorized uniform of the day.
- B. The BWELL Clinician shall wear a BWELL authorized uniform or attire.
- C. The BHCRT team will operate using SMPD vehicles.

X. PROCEDURES: SAFETY

- A. If during the BHCRT deployment there is a law enforcement emergency and SMPD is required to respond, the BWELL clinician will first be left at or, where feasible, dropped off at the Santa Maria Police Department. If, due to the nature of the call, this is not feasible, the Mobile Crisis Staff will be taken to and dropped off at a location open to the public and outside of the immediate area of the law enforcement emergency as directed by the SMPD Watch Commander or BWELL Crisis Services Manager.
- B. If detention of a subject is required, the BWELL clinician will remain in a safe location and SMPD will act to mitigate harm to both the subject and the BWELL clinician.
- C. If while driving, SMPD witnesses a crime and needs to intervene, the BWELL clinician will remain in a safe location until the scene is secure and a patrol unit is dispatched to relieve the BHCRT unit.

XI. PROCEDURES: DISPATCH

- A. The BHCRT unit will be dispatched to mental health calls for service in the City of Santa Maria jurisdiction. Calls should be triaged based on acuity and previous contacts.
- B. MCHRT will not respond to calls for service outside the City of Santa Maria's boundaries unless it is first determined that the Santa Barbara County Crisis Services unit is already engaged. Responses outside of the City of Santa Maria's boundaries require the permission from the Santa Maria Police Department.

XII. INSURANCE

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

XIII. INDEMNIFICATION

- A. City shall defend, indemnify, and hold County, its officers, officials, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or

claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, officials, employees or agents.

- B. County shall defend, indemnify, and hold City, its officers, officials, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, officials, employees or agents.
- C. Each Party agrees that the BHCRT Program shall not convert BWELL employees to SMPD employees or vice versa. Each Party will maintain workers compensation insurance or self insurance at or above the statutory limits on their employees that participate in the BHCRT Program. Each Party shall hold the other party harmless and indemnify and defend that Party from any claims from an BHCRT Program participant employed by the employing Party that the employee is entitled to workers' compensation or other benefits from the non-employing Party.

XIV. DISPUTE RESOLUTION PROCESS

If, within forty-five (45) calendar days (or such longer period as may be agreed in writing between the Parties) after receipt by a Party of a written notice of dispute, the Parties have not succeeded in negotiating a resolution, the Parties agree to submit the dispute at the earliest possible date to mediation and to bear equally the costs of the mediation; provided, however, that each Party shall bear its own costs in connection with such mediation. The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days or such longer period as they may mutually agree following the initial mediation session.

XV. TERM OF AGREEMENT

The agreement is a three-year pilot program that will commence on November 2, 2021 or as soon thereafter from the date of execution of the agreement by both parties. The agreement will be reviewed on an annual basis by the SMPD and Behavioral Wellness, and may be amended only in writing with signed approval of all parties to this agreement. A representative of the SMPD or Behavioral Wellness can request a review of the agreement at any time if the representative deems it necessary for operational effectiveness. SMPD and Behavioral Wellness may elect to terminate their participation in this agreement by providing written notification. Termination shall take effect thirty (30) days after receipt of written notification or upon a date established by mutual agreement.

XVI. OWNERSHIP OF DOCUMENTS.

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion.

XVII. NONDISCRIMINATION.

County hereby notifies SMPD that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and SMPD agrees to comply with said ordinance.

XVIII. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

XIX. NO WAIVER OF DEFAULT.

No delay or omission of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.

XX. NONEXCLUSIVE AGREEMENT.

SMPD understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by SMPD as the County desires.

XXI. CALIFORNIA LAW AND JURISDICTION.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

XXII. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

XXIII. AUTHORITY.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, SMPD hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which SMPD is obligated, which breach would have a material effect hereon.

XXIV. SURVIVAL.

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

XXV. CONFLICT OF INTEREST.

SMPD covenants that SMPD presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SMPD further covenants that in the performance of this Agreement, no person having any such interest shall be employed by SMPD. SMPD must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by SMPD if County determines it to be immaterial, and such waiver is only effective if provided by County to SMPD in writing. SMPD acknowledges that state laws on conflict of interest apply to this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

XXVI. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision, hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XXVII. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

XXVIII. ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: *Bob Nelson*
BOB NELSON, CHAIR
BOARD OF SUPERVISORS
Date: 12.7.2021

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: *Shirley de Guerra*
Deputy Clerk
Date: 12-7-21

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL
By: *Jeresa Martinez*
232F4F3F173540D...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER
By: *Robert Geis*
D25019E2AF094BE...
Deputy

RECOMMENDED FOR APPROVAL:

PAM FISHER, PSY.D., ACTING DIRECTOR
DEPARTMENT OF BEHAVIORAL WELLNESS
By: *Pam Fisher*
938974A72A024BB...
Director

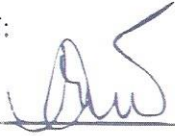
APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT
By: *Ray Aromatorio*
D3DB8526E16F47F...
Risk Manager

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding to be effective on the date executed by COUNTY.

CITY OF SANTA MARIA, A municipal corporation

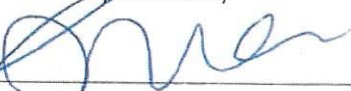
BY: 
Chief of Police

ATTEST:
BY:  10/29/2021
RHONDA WHITE
Chief Deputy City Clerk



APPROVED AS TO FORM:

BY: 
City Attorney

By: 
Risk Manager