

AGREEMENT

WITH «CITY» FOR SUPPLEMENTAL FUNDING FOR MENTAL HEALTH MOBILE CRISIS SERVICES

BC_____

THIS AGREEMENT (hereafter Agreement) is made by and between the **County of Santa Barbara**, a political subdivision of the State of California (hereafter “County”) and **«City»** (hereafter “City”) for the continued provision of **Mobile Crisis Services** to City by County, and City’s continued payment of fees to County for services rendered.

Whereas, in order to help reduce the burden of providing mental health evaluation services faced by public safety agencies in Santa Barbara County, County previously contracted with American Medical Response (AMR) for the provision of emergency mental health evaluation services (also known as Mental Health Assessment Team (MHAT)) wherein AMR, in coordination with County, responded to suspected psychiatric emergencies presented by individuals over the age of 18 in Santa Barbara County; and

Whereas, during Fiscal Year 2008-09, County expanded programs to include mobile crisis services to provide emergency health evaluation services to adult residents of the County, twenty-four (24) hours per day, seven (7) days per week and eliminated the Contract with AMR for MHAT services; and

Whereas, during Fiscal Year 2015-16, County, in an effort to decrease response times, expedite appropriate care, and relieve overburdened medical and law enforcement personnel, expanded programs to include a Mobile Crisis Team West in Lompoc, in addition to Mobile Crisis teams in the North and South County; and

Whereas, during Fiscal Years 2016-17, County expanded the crisis system to include a Crisis Stabilization Unit (CSU) in Santa Barbara, opened in January 2016; and

Whereas, during Fiscal Years 2018-2019, County will expand the crisis system to include a Crisis Residential Treatment Facility in Santa Maria, scheduled to open in November 2018; and

Whereas, City has historically underwritten a portion of the costs of providing emergency mental health evaluations because services have been provided to City residents; and

Whereas, it is deemed to be in the best interest of City and County that Mobile Crisis Services continue to be delivered to City residents and other Santa Barbara County residents and City thereby agrees to continue its contribution to County for Mobile Crisis Services rendered by County for the period of July 1, 2018 through June 30, 2021.

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

1. **DESIGNATED REPRESENTATIVE:** Director at phone number 805-681-5220 is the designated representative of County and shall administer this Agreement for and on behalf of County. City Manager at phone number «Phone» is the designated representative for City. Changes in designated representatives shall be made only after advance written notice to the other party.

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2. **NOTICES.** Any notice or consent required or permitted to be given to the respective parties in writing, by personal delivery or facsimile, or with first-class mail, postage prepaid, or express courier service, as follows:

A. To County: Alice Gleghorn, Ph.D.
Director
Santa Barbara County
Department of Behavioral Wellness
300 N. San Antonio Road
Santa Barbara, CA 93110

B. To City: City Manager
«Contractor»
«Address»
«City», «State» «Zip»

or at such other address, or to such other person, that the parties may from time-to-time designate in accordance to this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to have been received five (5) days following the deposit in the United States mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES.** County agrees to provide services to City in accordance with Exhibit A attached hereto and incorporated herein by reference.
4. **TERM.** County shall commence performance on July 1, 2018 and end performance upon completion, but no later than June 30, 2021 unless otherwise directed by City or unless earlier terminated.
5. **COMPENSATION OF COUNTY.** City shall pay County under this Agreement in accordance with the terms of Exhibit B and Exhibit B-1 (attached hereto and incorporated herein by reference). Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to City at the address given in Section 2 NOTICES above. Unless otherwise specified on Exhibit B, payment shall be due net thirty (30) days from presentation of invoice.
6. **STANDARD OF PERFORMANCE.** County represents that it has the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, County shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which contracted provider is engaged. Permits and/or licenses shall be obtained and maintained by County or its Contracted Providers without additional compensation.
7. **CONFLICT OF INTEREST.** The parties covenant that the parties presently have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The parties further covenant that in the performance of this Agreement, no person having any such interest will be employed by parties.

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8. **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.

9. **COUNTY PROPERTY AND INFORMATION.** All of County's property, documents, and information provided for City's use in connection with the services shall remain County's property, and City shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. City may use such items only in connection with the services. City shall not disseminate any County property, documents, or information without County's prior written consent.

10. **MUTUAL INDEMNIFICATION.** 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.

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.

11. **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.

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12. **NON-DISCRIMINATION.** County hereby notifies City that Santa Barbara County 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 City agrees to comply with said ordinance.
13. **TERMINATION.**
- A. **By County.** County may, by written notice to City, terminate this Agreement in whole or in part at any time, whether for County convenience or because of the failure of City to fulfill the obligations herein.
- i. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. At the end of the thirty (30) day period, the Mobile Crisis services being provided to City by County shall cease.
- ii. **For Cause.** Should City default in the performance of this Agreement or materially breach any of its provisions, County may, at the County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, County shall immediately discontinue all services affected (unless the notice directs otherwise) and notify City as to the status of its performance. The date of termination shall be the date the notice is received by City, unless the notice directs otherwise.
- B. **By City.** City may, upon thirty (30) days written notice to County, terminate this Agreement in whole or in part at any time, whether for City convenience or because of the failure of County to fulfill the obligations herein. At the end of the thirty (30) day period, County shall cease work and notify City as to the status of its performance.
14. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
15. **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.
16. **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.
17. **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

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exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.

18. **NONEXCLUSIVE AGREEMENT.** City understands that this is not an exclusive Agreement and that County will have the right to negotiate with and enter into contracts with others to provide the same or similar services as those provided to the City as the County desires.
19. **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.
20. **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.
21. **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.
22. **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.
23. **AUTHORITY.** All 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 have complied with 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, City hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which City is obligated which breach would have a material effect hereon.
24. **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.
25. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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26. **DISPUTE RESOLUTION.** Any dispute or disagreement arising under this contract shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the City and of the County. If it cannot be resolved at this level, it is to be elevated to the City's Program Manager and County's designated Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:
- A. Decision - Each party shall reduce the dispute to writing and submit to the appropriate Behavioral Wellness Assistant Director. The Assistant Director shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to the City within thirty - (30) days of receipt of the dispute documentation. This decision shall be final unless appealed within ten (10) days of receipt.
 - B. Appeal –The City may appeal the decision (Item A above) to the Santa Barbara County Behavioral Wellness Department (Behavioral Wellness) – Director, or designee, at 300 N. San Antonio Road, Santa Barbara, CA 93110. The decision of the Behavioral Wellness Director shall be put in writing within twenty - (20) days and a copy thereof mailed to the City's address for notices. The decision of the Behavioral Wellness Director shall be final.
 - C. Pending final decision of the dispute hereunder, City and County shall proceed diligently with the performance of this Agreement.
 - D. The finality of appeal described herein is meant to imply only that recourse to resolution of disputes through this particular Dispute Resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that this mechanism replaces either party's rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.

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THIS AGREEMENT INCLUDES:

1. EXHIBIT A – Statement of Work
2. EXHIBIT B – Fees and Payment to County
3. EXHIBIT B-1 – Schedule of Fees

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Agreement for Mobile Crisis Services between the **County of Santa Barbara** and «City».

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2018.

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By _____
Deputy County Counsel

By _____
Deputy

RECOMMENDED FOR APPROVAL:
DEPARTMENT OF BEHAVIORAL WELLNESS
ALICE GLEGHORN, PH.D
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By _____
Director

By: _____
Manager

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2018.

<<CITY>>

By: _____
<<NAME>>
CITY MANAGER

Date: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

Statement of Work

- I. PROGRAM SUMMARY.** The Department of Behavioral Wellness shall provide Mobile Crisis services to all residents in all areas of the county through staffing of Mobile Crisis units. Mobile Crisis services may be provided by Triage Teams, Assertive Community Treatment (ACT) Team, Homeless outreach Team or Behavioral Wellness clinic staff to clients who have a case file (episode) open to County.

II. SERVICE PROCEDURE.

A. County shall provide Mobile Crisis Services twenty-four (24) hours per day, seven (7) days per week, including appropriate psychiatric crisis intervention and stabilization services and emergency mental health evaluation, by responding in person or by telephone to suspected psychiatric emergencies presented by individuals over the age of 18, in all areas of Santa Barbara County, in all locations, including but not limited to residences, the field, clinics, emergency facilities, hospitals, and Santa Barbara County Jail – South County facility (4436 Calle Real, Santa Barbara). Additionally, individuals may receive Mobile Crisis Services in the County's Crisis Stabilization Unit (CSU) and Crisis Residential Respite House ("Crisis Res").

1. County shall respond as directed by the Santa Barbara County Public Safety Communications Center (hereafter "Dispatch"), hospital emergency rooms and other County mental health providers.
2. County will attempt to make initial contact with the reporting party to obtain preliminary information as required by Welfare and Institutions Code (WIC) §5150.05 that may impact the need for response, deployment of additional resources and/or to expedite resolution of the crisis.
3. For individuals experiencing psychiatric emergencies County will consult with the County On-call Psychiatrist, or Behavioral Wellness Clinic Supervisor for review of the individual's condition and a determination of the individual's need for hospitalization, pursuant to WIC §5150. County will refer individuals not deemed to need hospitalization to appropriate resources.
4. Services provided by Mobile Crisis staff may include:
 - i. **Crisis intervention:** Crisis intervention is a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include, but are not limited to: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site and staffing requirements as defined in Sections 1840.338 and 1840.348 (CCR). Contractor shall be available 24 hours per day, 7 days per week to provide crisis intervention services.
 - ii. **Case Management:** Services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress;

EXHIBIT A

Statement of Work

placement services; and plan development, as defined in Title 9 CCR Section 1810.249.

- iii. **Crisis Respite Residential Treatment Service:** Crisis Residential Treatment Services (CRTS) are therapeutic or rehabilitative services provided in a non-institutional residential setting. CRTS provide structured programs as an alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crises that do not have medical complications requiring nursing care. CRTS offer a range of activities and services that support beneficiaries in their effort to restore, maintain, and apply interpersonal and independent living skills and to access community support systems. CRTS are available 24 hours a day, seven days a week. Activities may include (but are not limited to) Assessment, Plan Development, Therapy, Rehabilitation, Collateral, and Crisis Intervention. CRTS are provided in Social Rehabilitation Facilities licensed under the provisions of CCR Title 22, and certified under the provisions of CCR Title 9.
- 5. Upon Mobile Crisis contact with a client receiving Behavioral Wellness outpatient services, the County Care Coordinator assigned to the client shall be notified immediately in the event of any of the following client indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, medication side effect complaints or observations, behavioral symptoms presenting possible health problems, or any behavioral symptom that may affect their placement.
 - 6. County shall document services in County Management Information Services (MIS) system.
 - 7. County shall provide reports regarding Mobile Crisis Services to City upon written request. This information shall not include any client identifying information. Reports shall include:
 - i) Number of Mobile Crisis contacts;
 - ii) Number of minutes of crisis services provided in the field.
- B. County shall have primary responsibility to provide emergency mental health evaluation services described in this Exhibit A to Juvenile clients (up to 18 years of age) in a manner determined by County through a provider(s) authorized by County. County shall respond to suspected psychiatric emergencies presented by individuals under the age of 18 in hospital settings, or in the community when the primary provider is not available.

Exhibit B

PAYMENT ARRANGEMENTS

Periodic Compensation

1. For services to be rendered under this Contract, City shall pay County the total contract amount, not to exceed **\$«NewContrMaxAmt»** during the term of the Agreement, per schedule in attached Exhibit B-1.
2. Payment for Mobile Crisis Services shall be based upon the Statement of Work as described in Exhibit A.
3. In consideration for County providing Mobile Crisis Services to citizens of Santa Barbara County, including City residents, and County providing reports to City, as described in Exhibit A, City shall pay County the annual contract maximum set forth on Exhibit B-1 during the term of this Agreement. The fees were calculated using the contribution City made under the prior Agreement in FY 2015-2018 plus an adjustment applied to each year, based on Consumer Price Index for All Urban Consumers, Medical Care, which is 2.5% annually. The adjustment is added to keep pace with rising costs.
4. In order for payment to be made as set forth in this Exhibit B, section 3 above, County shall submit to City an invoice for services for each fiscal year under this Agreement no sooner than July 1 of the beginning of such fiscal year. Payment shall be made by City within thirty (30) days of presentation of invoice.
5. Payment Remittance: All payments should be remitted with a copy of the invoice to the following address:

Santa Barbara County
Department of Behavioral Wellness
Attn: Accounts Receivable
300 N. San Antonio Road Bldg. 3
Santa Barbara, CA 93110

Year	Contract Period	Annual Contract Maximum
1	July 1, 2018 to June 30, 2019	\$
2	July 1, 2019 to June 30, 2020	\$
3	July 1, 2020 to June 30, 2021	\$
Total Contract Maximum		\$«NewContrMaxAmt»