

INDEPENDENT CONTRACTOR AGREEMENT  
FOR  
MOBILE CRISIS RESPONSE TEAM

THIS AGREEMENT is made and entered into this 5 day of May, 2023 by and between the City of Laguna Beach, a Municipal Corporation, hereinafter referred to as the "CITY," and MIND OC dba Be Well OC, hereinafter referred to as "INDEPENDENT CONTRACTOR."

**RECITALS**

WHEREAS, the CITY desires to engage INDEPENDENT CONTRACTOR to render certain services as more fully identified in Appendix A, Scope of Services, attached hereto and included herein;

WHEREAS, INDEPENDENT CONTRACTOR is qualified and agreeable to render the services desired by the CITY;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed and intending to be bound hereby, the parties hereto do mutually agree as follows:

**PART I**

**FUNDAMENTAL TERMS**

**Article 1. Engagement of INDEPENDENT CONTRACTOR**

The CITY hereby agrees to engage INDEPENDENT CONTRACTOR to perform the services as hereinafter set forth, and INDEPENDENT CONTRACTOR agrees to perform those services in accordance with the terms and conditions of this Agreement.

**Article 2. Scope of Services and Special Provisions**

In compliance with all terms and conditions of this Agreement, INDEPENDENT CONTRACTOR shall perform all work necessary to complete, in a manner satisfactory to the CITY, the services described and set forth in Appendix A, Scope of Services, and Appendix B, Special Provisions, attached hereto and by reference incorporated herein and made a part hereof.

**Article 3. Term and Time of Performance**

The initial term of this Agreement shall commence on August 1, 2023 and shall continue and remain in effect for a period of two (2) years. The services of INDEPENDENT CONTRACTOR are to commence within one (1) day after this Agreement has been approved by the CITY and the CITY has authorized work to start by the written issuance of a Notice to Proceed. INDEPENDENT CONTRACTOR. CITY understands that there is a three-month Ramp Up Approach to the provision of services as outlined in Appendix A.

**Article 4. Payment and Limitation of Cost**

The CITY shall compensate INDEPENDENT CONTRACTOR for services performed under Article 2, as further defined in Appendix A, in accordance with the following schedule:

Net 30 payment upon receipt of invoice from INDEPENDENT CONTRACTOR

A \$1,500,000 credit will be applied by the INDEPENDENT CONTRACTOR to

the CITY for services until fully expended. The Credit is received from a State

Budget allocation.

In order to receive payments, INDEPENDENT CONTRACTOR shall submit to the CITY an invoice. The invoice will delineate the services performed with specificity, the amount invoiced to date, and such other documentation as may be necessary or requested by the CITY to demonstrate that appropriate progress has been made toward completion of the services.

**Article 5. Attachments**

The provision set forth in Part II, General Provisions, Appendix A, and Appendix B, are by reference incorporated herein and made a part hereof.


**Article 6. Integration**

This Agreement represents the entire understanding of the CITY and INDEPENDENT CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, persons executing this Agreement warrant and represent that they are authorized to do the same on behalf of the parties hereto and are authorized to bind those parties to the terms and conditions of this Agreement.

INDEPENDENT CONTRACTOR

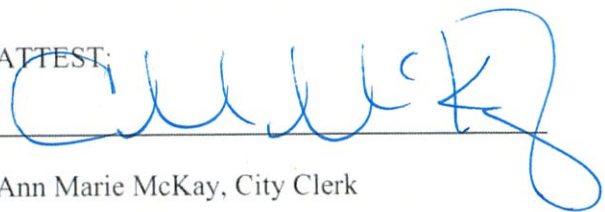
CITY OF LAGUNA BEACH


By   
Marshall Marent

By  5/8/23  
Shohreh Dupuis, City Manager

Title CEO and OC

Address 18650 MacArthur  
Ste 220 Irvine  
CA 92612

ATTEST:  
  
Ann Marie McKay, City Clerk

APPROVED AS TO FORM:  
  
Phil Kohn, City Attorney

## GENERAL PROVISIONS

### SECTION ONE: SERVICES OF INDEPENDENT CONTRACTOR

**1.1 Scope of Services and Special Provisions.** In compliance with all terms and conditions of this Agreement, INDEPENDENT CONTRACTOR shall perform all work necessary covered by this Agreement in a manner satisfactory to the CITY. This Agreement includes the services described and set forth in Appendix A, Scope of Services, and Appendix B, Special Provisions, attached hereto and by reference incorporated herein and made a part hereof, which may be referred to as "services."

**1.2 Changes and Additions to Scope of Services.** The CITY shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said services. No payment for extra services caused by a change in scope or complexity of work shall be made, unless and until such extra services and a price therefore have been authorized in writing and approved by the CITY. Such written approval shall set forth the changes of work, extension of time for preparation, and adjustment of the fee to be paid by the CITY to INDEPENDENT CONTRACTOR. No claim for said additional work shall be made unless such additional work has been specifically authorized in writing by the CITY.

**1.3 Specifications.** All specifications, manuals, or standards, either attached to this Agreement or incorporated herein by reference, are deemed to be the version in effect as of the date of this Agreement and are binding as to the performance of the work in this Agreement unless they are changed by written amendment and this Agreement is modified in writing to incorporate such changes. Any changes are subject to CITY approval.

**1.4 Standard of Performance.** INDEPENDENT CONTRACTOR hereby represents and warrants that it has the experience necessary to undertake the services to be provided herein. In light of such status and experience, INDEPENDENT CONTRACTOR hereby covenants that it shall follow customary good professional standards in performing all services required hereunder and shall perform all work in a manner reasonably satisfactory to the CITY. INDEPENDENT CONTRACTOR shall be responsible to ensure that all work performed, including by its employees if any, is performed to the standards set forth in this Agreement and that such work complies with the requirements of appropriate governmental agencies and applicable laws ordinances, codes and regulations of the federal, state and local governments in effect at the time such services are performed.

Notwithstanding any other provision herein, INDEPENDENT CONTRACTOR agrees to perform all work to the satisfaction of the CITY within the time specified. If the CITY reasonably determines that the work is not satisfactory, the CITY shall have the right to take appropriate action, including but not limited to: (i) meeting with INDEPENDENT CONTRACTOR to review the quality of the work and resolve matters of concern; (ii) requiring INDEPENDENT CONTRACTOR to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to INDEPENDENT CONTRACTOR for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

**1.5 Licenses, Permits, Fees and Assessments.** INDEPENDENT CONTRACTOR shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. INDEPENDENT CONTRACTOR shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for INDEPENDENT CONTRACTOR's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless the CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against the CITY thereunder.

**1.6 Personnel.** INDEPENDENT CONTRACTOR represents that it employs, or will employ, at its own expense, personnel required in performing the services required under this Agreement. All of the services required hereunder will be performed by INDEPENDENT CONTRACTOR and all personnel engaged in the work shall be fully qualified and be authorized or permitted under state and local law to perform such services. This Agreement contemplates the personal services of INDEPENDENT CONTRACTOR and INDEPENDENT CONTRACTOR's employees, and it is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of INDEPENDENT CONTRACTOR and INDEPENDENT CONTRACTOR's employees. Neither this Agreement nor any interest therein may be assigned by INDEPENDENT CONTRACTOR, except upon written consent of CITY.

**1.7 Prohibition Against Subcontracting or Assignment.** INDEPENDENT CONTRACTOR shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the CITY, and excepting any services identified in Appendix A, Scope of Services, and excepting minor incidental services including, but not limited to couriers and reprographics services. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the CITY. In the event of any unapproved transfer, the CITY may void the Agreement at the CITY's option in its sole and absolute discretion.

**1.8 Wage Rate Requirements.** INDEPENDENT CONTRACTOR shall pay, and will require all of its subcontractors to pay, all employees on said work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file in the Public Works office. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8.

## **SECTION TWO: INSURANCE**

**2.1 Insurance.** Without limiting INDEPENDENT CONTRACTOR's indemnification obligations, INDEPENDENT CONTRACTOR shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by INDEPENDENT CONTRACTOR, its agents, representatives, employees, and/or subcontractors. In the event that INDEPENDENT CONTRACTOR subcontracts any portion of the work in compliance with this Agreement, the contract between the INDEPENDENT CONTRACTOR and such sub INDEPENDENT CONTRACTOR shall require the subcontractor to maintain the same policies of insurance that

the INDEPENDENT CONTRACTOR is required to maintain pursuant to this Section 2.1. If the existing policies do not meet the Insurance Requirements set forth herein, INDEPENDENT CONTRACTOR agrees to amend, supplement or endorse the policies to do so.

**2.1.1 Insurance Coverage Required.** The policies and amounts of insurance required hereunder shall be as follows:

(1) General Liability Insurance. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations, with limits of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate for liability arising out of INDEPENDENT CONTRACTOR's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage, then the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, then the aggregate shall be double each occurrence limit.

(2) Automobile Liability Insurance. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage, then the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

(3) Workers' Compensation Insurance. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease. Said insurance shall cover all employees of the INDEPENDENT CONTRACTOR providing any service in the performance of this agreement. A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless INDEPENDENT CONTRACTOR's insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Workers' Compensation is not required for sole proprietors or a partnership with no employees. However, the INDEPENDENT CONTRACTOR must complete a "Workers' Compensation Declaration." This form may be obtained from CITY staff.

(4) Professional Liability Insurance. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

Evidence of Insurance. The INDEPENDENT CONTRACTOR, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the CITY. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the CITY. If such coverage is cancelled

or reduced, INDEPENDENT CONTRACTOR shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the CITY evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

Original, signed insurance certificates and endorsements must be sent via email from INDEPENDENT CONTRACTOR's insurance broker/agent to the CITY.

The CITY project title or description MUST be included in the "Description of Operations" box on the certificate.

Certificate Holder:

City of Laguna Beach, California

## 2.2 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the CITY for approval.

**2.2.1** The insurance coverage required by Section 2.1.1 Commercial General Liability shall contain the following provisions or be endorsed to provide the following:

**Additional Insured:** The CITY, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract.

Additional Insured Endorsements shall not:

1. Exclude "Contractual Liability"
2. Restrict coverage to the "Sole" liability of the INDEPENDENT CONTRACTOR
3. Exclude "Third-Party-Over-Actions"
4. Contain any other exclusions contrary to the Contract

**Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

**2.2.2** The policy or policies of insurance required by Section 2.1.3 Workers' Compensation shall be endorsed as follows:

**Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

**2.2.3** Any deductible in excess of \$50,000 and/or Self-Insured Retentions must be approved in writing by the CITY.

**2.2.4 Acceptable Insurance.** Each policy shall be from a company with current A.M. Best's rating of A VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the CITY.

**2.2.5 Insurance of Subcontractor.** INDEPENDENT CONTRACTOR shall be responsible for causing subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the CITY as an additional insured to the subcontractor's policies.

**2.3 Notice of Cancellation.** Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the CITY; except ten (10) days shall be allowed for non-payment of premium.

**2.4 Other Insurance.** Such other policies of insurance as may be required in the Special Provisions attached hereto.

**2.5 Contractual Liability.** The coverage provided shall apply to the obligations assumed by INDEPENDENT CONTRACTOR under the indemnity provisions of this contract.

**2.6 Claims Made Policies "aka: Tail Coverage."** If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Agreement with the CITY and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Agreement. Upon expiration or termination of coverage of required insurance, INDEPENDENT CONTRACTOR shall procure and submit to CITY evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

**2.7 Waiver of Subrogation.** Required insurance coverages shall not prohibit INDEPENDENT CONTRACTOR from waiving the right of subrogation prior to a loss. INDEPENDENT CONTRACTOR shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision.

**2.8 Failure to Maintain Coverage.** INDEPENDENT CONTRACTOR agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the CITY. The CITY shall have the right to withhold any payment due INDEPENDENT CONTRACTOR until INDEPENDENT CONTRACTOR has fully complied with the insurance provisions of this Agreement.



In the event that INDEPENDENT CONTRACTOR's operations are suspended for failure to maintain required insurance coverage, INDEPENDENT CONTRACTOR shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

### **SECTION THREE: INDEMNIFICATION**

**3.1 Indemnification.** To the full extent allowed by law, INDEPENDENT CONTRACTOR shall indemnify, defend with counsel acceptable to the CITY, and hold harmless the CITY and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitrations proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with INDEPENDENT CONTRACTOR's performance of the services provided under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of the CITY.

**3.1.1** INDEPENDENT CONTRACTOR's obligation to defend and indemnify shall not be excused because of INDEPENDENT CONTRACTOR's inability to evaluate Liability or because INDEPENDENT CONTRACTOR evaluates Liability and determines that INDEPENDENT CONTRACTOR is not liable to the claimant. INDEPENDENT CONTRACTOR must respond within 30 days to the tender of any claim for defense and indemnity by the CITY, unless this time has been extended by the CITY. If INDEPENDENT CONTRACTOR fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due INDEPENDENT CONTRACTOR under and by virtue of this Agreement as shall reasonably be considered necessary by the CITY, may be retained by the CITY until disposition has been made of the claim or suit for damages, or until INDEPENDENT CONTRACTOR accepts or rejects the tender of defense, whichever occurs first.

**3.1.2** With respect to third party claims against INDEPENDENT CONTRACTOR, INDEPENDENT CONTRACTOR waives any and all rights of any type to express or implied indemnity against the Indemnitees.

**3.1.3** Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2783, as may be amended from time to time, such duties of INDEPENDENT CONTRACTOR to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

**3.1.4** Notwithstanding the foregoing, to the extent that this Agreement includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of INDEPENDENT CONTRACTOR to indemnify shall only be to the full extent permitted by Civil Code Section 2782.8.

**3.1.5** If any term of portion of this Section 3.1 is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section shall be interpreted to allow the broadest indemnity permitted by law.

## **SECTION FOUR: LEGAL RELATIONS AND RESPONSIBILITIES**

**4.1 Independent Contractor.** It is expressly understood that in the performance of the services under the Agreement, INDEPENDENT CONTRACTOR shall be, and is, an “independent contractor” under applicable law, and is not an agent or employee of the CITY. The CITY shall not in any way or for any purpose become or be deemed to be a partner of INDEPENDENT CONTRACTOR in its business or otherwise, or a joint venturer, or a member of any joint enterprise with INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the CITY. The INDEPENDENT CONTRACTOR has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting INDEPENDENT CONTRACTOR in the performance of required services. INDEPENDENT CONTRACTOR shall be solely responsible and hold the CITY harmless for all matters relating to the payment of INDEPENDENT CONTRACTOR’s employees, including compliance with Social Security withholdings and all other regulations governing such matters. Neither INDEPENDENT CONTRACTOR nor any of INDEPENDENT CONTRACTOR’s employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement or other fringe benefits from the CITY; and neither the CITY nor any of its employees shall be paid by the CITY time and one-half for working in excess of forty (40) hours in any one week. Neither INDEPENDENT CONTRACTOR nor any of INDEPENDENT CONTRACTOR’s employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

**4.2 Non-Discrimination and Equal Employment Opportunity.** During its performance under this Agreement, INDEPENDENT CONTRACTOR agrees as follows:

**4.2.1 Equal Employment Opportunity.** In connection with its performance under this Agreement, INDEPENDENT CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, sexual orientation, AIDS or AIDS-related symptoms (including HIV positive findings), physical disability, mental disability, mental condition, family care leave, sexual orientation, ancestry or national origin. Actions encompassed by this prohibition shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rate of pay, or other forms of compensation; and selection for training, including apprenticeship.

**4.2.2 Sanctions for Noncompliance.** In the event of the INDEPENDENT CONTRACTOR’s noncompliance with the non-discrimination provisions of this Agreement, INDEPENDENT CONTRACTOR agrees that the CITY shall be authorized to impose such sanctions or penalties as the CITY may determine to be appropriate, including, but not limited to 1) withholding of payments to INDEPENDENT CONTRACTOR hereunder until INDEPENDENT CONTRACTOR complies with all applicable requirements and obligations, and/or 2) cancellation, termination or suspension of the Agreement, in whole or in part.

**4.3 Proprietary Information.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of INDEPENDENT CONTRACTOR. All proprietary information developed specifically for the

CITY by INDEPENDENT CONTRACTOR in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, but not including INDEPENDENT CONTRACTOR's underlying materials, software, or know-how, shall be the sole and exclusive property of the CITY, and are confidential and shall not be made available to any person or entity without the prior written approval of the CITY. INDEPENDENT CONTRACTOR agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of INDEPENDENT CONTRACTOR's services under this Agreement. INDEPENDENT CONTRACTOR further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performances of services by INDEPENDENT CONTRACTOR under this Agreement shall be made to the CITY, and that INDEPENDENT CONTRACTOR shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by the CITY.

**4.4 Use of Patented Materials.** INDEPENDENT CONTRACTOR shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by INDEPENDENT CONTRACTOR under this Agreement. INDEPENDENT CONTRACTOR shall indemnify, defend, and save the CITY harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

**4.5 Retention of Funds.** INDEPENDENT CONTRACTOR hereby authorizes the CITY to deduct from any amount payable to INDEPENDENT CONTRACTOR (where arising out of the Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the CITY for any losses, costs, liabilities or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of INDEPENDENT CONTRACTOR's negligent acts, errors, or omissions, or willful misconduct in performing or failing to perform INDEPENDENT CONTRACTOR's obligations under this Agreement. The CITY in its sole and absolute discretion, may withhold from any payment due to INDEPENDENT CONTRACTOR, without liability for interest, an amount sufficient to cover such claim or any lien. The failure of the CITY to exercise such right to deduct or withhold shall not act as a waiver of INDEPENDENT CONTRACTOR's obligation to pay the CITY any sums INDEPENDENT CONTRACTOR owes the CITY.

**4.6 Termination for Convenience of the CITY.** The CITY may terminate this Agreement at any time by giving written notice of INDEPENDENT CONTRACTOR of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the CITY, become the CITY's property. If this Agreement is terminated by the CITY as provided herein, then INDEPENDENT CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the INDEPENDENT CONTRACTOR covered by this Agreement, less payments of compensation previously made.

**4.7 Termination of Agreement for Cause.** In addition to the CITY's rights under Section 4.6, the CITY may, subject to the provisions of Paragraph 4.7.2, by written notice to INDEPENDENT CONTRACTOR, terminate the whole or any part of this Agreement in any of the following circumstances: (1) if INDEPENDENT CONTRACTOR fails to perform the services called for by

this Agreement within the time(s) specified herein or any extension thereof; or (2) if INDEPENDENT CONTRACTOR fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not correct such failure within a period of ten (10) days (or such longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

**4.7.1** In the event the CITY terminates this Agreement in whole or in part as provided in this section, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those described in this Agreement.

**4.7.2** Except with respect to defaults of subcontractors, the INDEPENDENT CONTRACTOR shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of INDEPENDENT CONTRACTOR. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather; but in every case, the failure to perform must be beyond the control of, and without the fault or negligence of INDEPENDENT CONTRACTOR.

**4.7.3** Upon receipt of notice of termination from CITY, INDEPENDENT CONTRACTOR shall immediately stop its services, unless otherwise directed in writing by the CITY, and deliver to CITY all data, drawing, reports, estimates, summaries and such other information and materials as may have been accumulated by INDEPENDENT CONTRACTOR in the performance of this Agreement, whether completed or in process. Upon termination, INDEPENDENT CONTRACTOR shall be paid the value of the work performed, less payments of compensation previously made.

**4.8 Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

**4.9 Legal Actions.** Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted or maintained in the Municipal and Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and INDEPENDENT CONTRACTOR agrees to submit to the personal jurisdiction of the court. If any claims related to the performance hereunder be asserted against either party hereto, then the party claimed against shall receive reasonable assistance from the other.

**4.10 Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any rights or remedies for the same default or any other default by the other party.

**4.11 Attorneys' Fees.** In any action between the parties hereto seeking enforcement of any of the terms of provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees, expert witness fees and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorneys' fees and costs from the other party to this Agreement.

**4.12 Jurisdiction.** This Agreement shall be interpreted in accordance with the statutes and laws of the State of California, the City of Laguna Beach and any other government agency applicable to the subject of this Agreement and the performance hereunder.

**4.13 Non-liability of City Officers and Employees.** No officer, official, employee, agent, representative, or volunteer of the CITY shall be personally liable to INDEPENDENT CONTRACTOR, or any successor in interest, in the event of any default or breach by the CITY, or for any amount which may become due to the CITY or its successor, or for breach of any obligation of terms of this Agreement.

**4.14 Extension of Time for Delay.**

**4.14.1** If the work is delayed at any time by reason of a suspension ordered by the CITY or because of any other act of the CITY, or because of neglect by the CITY without contributory fault or neglect on the part of INDEPENDENT CONTRACTOR, or if the work should be delayed at any time by reason of strikes, acts of God, the public enemy, acts of the CITY, fire, floods, epidemics, quarantine restrictions, freight embargoes, abnormal force, violence of the elements, or for any other unforeseen cause beyond the control and without the fault or negligence of INDEPENDENT CONTRACTOR, or for any other reason which in the opinion of INDEPENDENT CONTRACTOR is proper justification for such delay, then INDEPENDENT CONTRACTOR shall be entitled to an extension of time equivalent to the time actually lost by such delay.

**4.14.2** INDEPENDENT CONTRACTOR shall file a written request with the CITY for extension of time within ten (10) days following the beginning of such delay, and failure to do so shall constitute a waiver thereof, provided that in case of a continuing cause of delay, only one claim will be necessary. The CITY shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the CITY such delay is justified. The CITY's determination shall be in writing and be final and conclusive upon the parties to this Agreement.

**4.14.3** A request for an extension of time or the granting of an extension of time shall not constitute a basis for any claim against the CITY for additional compensation. INDEPENDENT CONTRACTOR shall be deemed to have waived any claims for additional compensation and does hereby so waive any such claims unless he shall, at the time of filing a request for an extension of time, likewise file a claim for additional compensation on account of such delay.

**4.15 Interests of Members of the CITY and Others.** To the extent prohibited by applicable law, no officer, member or employee of the CITY and no member of its governing body nor other public official of the governing body of the locality or localities in which the work pursuant to this Agreement is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work, shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she has, directly or indirectly, any interest; or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof during his or her tenure or for one year thereafter.

**4.16 Interest of INDEPENDENT CONTRACTOR.** INDEPENDENT CONTRACTOR hereby covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect which would conflict in any manner or degree or be inconsistent with the performance of services required to be performed pursuant to this Agreement. INDEPENDENT CONTRACTOR further covenants that in the performance of this work no person having any such interest shall be employed.

**4.17 Covenant Against Contingent Fees.** INDEPENDENT CONTRACTOR warrants that it has not employed or retained any company or person to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the making of this Agreement. In the event of a breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or consideration due INDEPENDENT CONTRACTOR, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

**4.18 Compliance with California Unemployment Insurance Code Section 1088.8.** If INDEPENDENT CONTRACTOR is a Sole Proprietor, then prior to signing the Agreement, INDEPENDENT CONTRACTOR shall provide to the CITY a completed and signed form W-9, Request for Taxpayer Identification Number and Certification. INDEPENDENT CONTRACTOR understands that pursuant to California Unemployment Insurance Code Section 1088.8, the CITY will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

**SECTION FIVE: MISCELLANEOUS PROVISIONS**

**5.1 Records and Audits.** INDEPENDENT CONTRACTOR shall maintain complete and accurate records with respect to services performed (including, but not limited to, the identity of the person doing the work, a description by date and person of the work performed, and the amount of time expended on such work) and costs incurred under this Agreement. INDEPENDENT CONTRACTOR shall also maintain its records supporting its cost proposals used and relied on to enter into this Agreement. INDEPENDENT CONTRACTOR shall maintain records to show actual time and allowable costs with respect to each task set forth in Appendix A. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identifiable. INDEPENDENT CONTRACTOR shall submit to the CITY such progress reports and final reports

in the manner and time set forth in Appendix A. All records required to be maintained hereunder shall be maintained by INDEPENDENT CONTRACTOR for a period of five (5) years.

**5.2 Access to Records.** The CITY shall have access, upon reasonable notice, to the books and records of INDEPENDENT CONTRACTOR related to INDEPENDENT CONTRACTOR's performance of this Agreement in the event any audit is required. The INDEPENDENT CONTRACTOR shall allow inspection of all work data, documents, proceedings and activities related to the Agreement, and INDEPENDENT CONTRACTOR's performance hereunder, for a period of one (1) year from termination of this Agreement.

**5.3 Ownership of Records.** All drawings, original documents, methodological explanations, computer programs, designs and reports and other materials prepared by INDEPENDENT CONTRACTOR in this performance of this Agreement (i) shall be the property of the CITY and shall be delivered at no cost to the CITY upon request of the CITY or upon the termination of this Agreement in accordance with accepted standards relating to public contracts, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of the CITY. Any additional copies will be the responsibility of the CITY.

**5.4 Notices.** Unless otherwise provided herein, any notices required to be given under the Agreement shall be in writing with copies as directed herein and shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a mail document delivery service shall be effective upon receipt. Any notice given by mail shall be deemed to have been given when deposited in the United States mails certified and postage prepaid, addressed to the party to be served as follows:

To CITY: City of Laguna Beach  
Attn: CM Office  
505 Forest Avenue  
Laguna Beach, CA 92651

Notices to INDEPENDENT CONTRACTOR shall be delivered to the address set forth below INDEPENDENT CONTRACTOR's signature on Part I of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 5.4.

**5.5 Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, then the remainder of this Agreement shall continue in full force.

**5.6 Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**5.7 Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

**5.8 Extent of Agreement.** This Agreement represents the entire integrated agreement between the CITY and the INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations of agreements, either written or oral. This Agreement may not be modified or amended except by a writing signed by both the CITY and the INDEPENDENT CONTRACTOR.

**5.9 Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement (“Special Provisions”).

**5.10 Precedence.** In the event of any discrepancy between Part I (“Fundamental Terms”) and Part II (“General Provisions”), Part II shall take precedence and prevail over Part I.

**5.11 Compliance with Laws.** INDEPENDENT CONTRACTOR warrants and represents to CITY that it shall comply with all applicable statutes, standards, rules, and regulation required by Federal, State, and local agencies, including compliance with CAL/OSHA requirements as may be applicable.



Appendix A - Scope of Services



**Be Well**  
ORANGE COUNTY



**Be Well Orange County**  
**Proposal for Mobile Crisis Response Team**  
**October 11, 2022**



**Be Well**  
ORANGE COUNTY

October 11, 2022

City of Laguna Beach  
505 Forest Avenue  
Laguna Beach, CA 92651

**RE: Be Well OC Proposal for Mobile Response Team**

To Whom It May Concern:

Be Well OC is honored to provide this proposal to partner with the City of Laguna Beach to support the courageous work of the Police Department. Be Well OC is uniquely positioned to unify the efforts of local hospitals, clinics, homeless service providers, and other community stakeholders to quickly activate a successful, scalable, outcomes-driven Mobile Response Team.

Be Well OC (Be Well) has created a coalition of hundreds of organizations across Orange County, representing multiple sectors of the community, including County and private health systems, law enforcement, fire and emergency services, schools and major universities, private business, and the faith community. Through the collective power of this collaboration, Be Well has developed many innovative services and systems. Be Well has also adopted successful models of care from around the country, particularly in the area of mobile response.

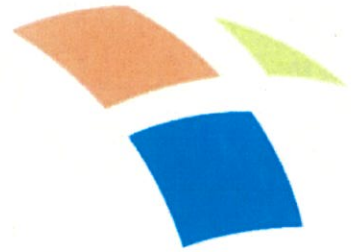
Leveraging the nationally-recognized CAHOOTS crisis response model for the City, and in alignment with similar efforts in Newport Beach, Huntington Beach, Garden Grove, Anaheim, and Irvine, Be Well can improve outcomes and community satisfaction, lower overall costs to the community, and relieve law enforcement from time-consuming distractions that hinder their intended function. The CAHOOTS model was developed around a 2-person mobile team to provide 24/7 community-based assessment and stabilization of urgent health need or psychological crisis, along with information and referral, transportation to services, and with the option of additional case management and follow-up support.

Combining the demonstrable success of CAHOOTS with Be Well's expertise in designing, developing, and implementing transformative systems and services for the community will ensure the City the best possible foundation for creating a highly effective mobile crisis response system for the community.

We are excited at the potential to support the City with the development and implementation of this proven crisis response model. Again, on behalf of many, thank you for your vision, leadership, and commitment to the health and wellbeing of our community. If you have any questions about our response, please do not hesitate to contact me.

Sincerely,

Marshall Moncrief, MFT, MBA  
CEO, Be Well OC  
949-400-4157



## Executive Summary

CAHOOTS (Crisis Assistance Helping Out on the Streets) is a mobile crisis-intervention program created in 1989 as a collaboration between the City of Eugene in Oregon, law enforcement, emergency medical services (EMS), and a local non-profit mental health clinic. The model was designed to support law enforcement, EMS, and the community with a clinically effective and cost-effective response to mental illness, substance abuse, and homelessness. The program—which now responds to more than 65 calls per day in the cities of Eugene and Springfield, OR—has more than quadrupled in size during the past decade due to increased societal needs and the demonstrable effectiveness of the program. Today, the CAHOOTS model is being replicated in numerous cities around the country, including Denver, Oakland, Olympia, Portland, Rochester, and others.

The CAHOOTS model is an integrated public healthcare model made available for a broad range of problems, including mental health crises, intoxication, minor health needs, shelter needs, and more. Traditionally, calls for help in these areas would default to police and EMS. In this model, requests for service are made through non-emergency and 911 call lines. As calls are received, dispatchers triage the situation and deploy the CAHOOTS team instead of police or EMS. The model succeeds in supporting first responders and the community by utilizing a team of two specialists with complimentary training. The CAHOOTS model is designed to address the emotional, physical, and social well-being of the patient while alleviating the need for police and EMS involvement. As needed, the team can transport patients to facilities such as a crisis center, detox center, health clinic, shelter, etc.

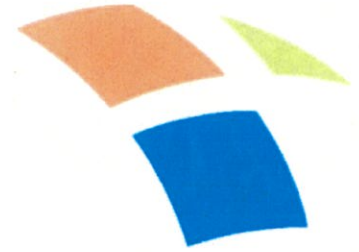
**A fully operational CAHOOTS model would alleviate law enforcement and EMS from thousands of calls annually.**

This model does not duplicate services. In addition to supporting police, fire and EMS, the model also works as a complement to the County’s Centralized Assessment Team (CAT). The CAT team will be deployed when a situation requires an involuntary hold and transport. In this way, the model fills a major service gap found in most communities. It builds a bridge between health treatment and those experiencing homelessness, who today rely solely on ambulances and emergency rooms for assistance. It builds a bridge between clinical care and families struggling with a mental health crisis, who today call police not knowing where else to turn. It provides a prompt, supportive partner to local community-based organizations any time day or night.

CAHOOTS has evolved over 31 years. Taking the lessons learned and adapting the model to the specific needs of the community, Be Well will develop and implement a service that supports the residents, first responders, healthcare workers, social service professionals and the entire community.

### Phone > Dispatch > Police, Fire, EMS or Mobile Crisis Response





## Proposal for Mobile Crisis Response Team

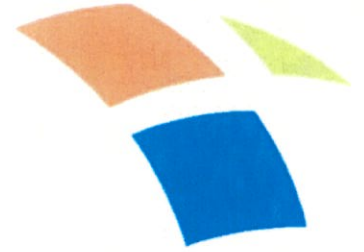
### Summary Costs – 12-hour Unit with Care Coordination Support

Annual Personnel Budget	647,917
Non Personnel Operational Costs	191,911
<b>Annual Costs</b>	<b>839,828</b>
One Time Start-Up Costs	35,556
<b>First Year Total Costs</b>	<b>875,384</b>

This budget depicts the necessary costs to staff and operate a 12-hour, 7 day/week mobile crisis team. Based on the population of Laguna Beach, this level of service should fully meet the needs of the community. It would also provide additional capacity to support a shared regional approach including neighboring cities of Irvine and/or Newport Beach which already have established mobile response teams. See below for costs for an 8-hour team for a smaller population base.

### Detailed Costs – 12-hour Unit with Care Coordination Support

Personnel Costs	FTE	Hourly Rate	Annual Rate	Benefits (25%)	Salary & Benefits
Crisis Intervention Worker -- Behavioral Health Counselor	2.50	32.00	166,400	41,600	208,000
Crisis Intervention Worker -- Health Specialist	2.50	32.00	166,400	41,600	208,000
Care Coordinator	0.50	25.00	26,000	6,500	32,500
City Supervisor	0.50	50.00	52,000	13,000	65,000
Operations Assistant	0.10	25.00	5,200	1,300	6,500
Data Analytics	0.06	76.92	9,600	2,400	12,000
Executive Administrative Assistant	0.10	40.87	8,501	2,125	10,626
Mobile Director	0.10	86.54	18,000	4,500	22,500
Medical Director	N/A	N/A	N/A	N/A	18,000
<b>Annual Staffing Subtotal</b>	<b>6.36</b>		<b>452,101</b>	<b>113,025</b>	<b>583,126</b>
Indirect (10%)					64,791
<b>Annual Staffing Total</b>					<b>647,917</b>
<b>Non Personnel Operational Costs</b>					<b>Total</b>
Office Space					75,000
Technology, Subscriptions & Phones					12,720
Program Supplies (Medical and Office Supplies, Uniforms, etc.)					45,000
Van Insurance, Fuel, Upkeep					40,000
<b>Non Personnel Operational Costs Subtotal</b>					172,720
Indirect (10%)					19,191
<b>Non Personnel Operational Costs Total</b>					191,911
<b>Ongoing Annual Total</b>					<b>838,828</b>
<b>One Time Start-Up Costs</b>					<b>Total</b>
Van and Retrofit					100,000
Medical Supplies					20,000
Uniforms, Computers, Phones					12,000
Philanthropic offset for donation of van and retrofit					(100,000)
<b>One Time Start-Up Costs Subtotal</b>					32,000
Indirect (10%)					3,556
<b>One Time Start-Up Costs Total</b>					<b>35,556</b>



### Note Regarding Detailed Costs

- *Cost savings available through Van/retrofit expense covered by philanthropic support of Be Well OC*
- *Be Well OC will work closely with the Cities to determine the correct size and schedule of service to support a first-year pilot.*
- *Year one operations will also reveal cost-sharing opportunities across partner cities.*
- *Shared multi-city costs assume a single contract with one of the Cities. In the event separate contracts with individual Cities are required for shared services, administrative costs would be increased.*

## Proposed Approach to Mobile Response Team

### Understanding

Based on the information provided by the Police Departments, each city has thousands of calls for services (CFS) each year that could be handled by a Mobile Response Team. This team will be able to respond to mental illness, welfare check, substance abuse, and homeless service calls. By attending to a majority of those needs, the team will relieve law enforcement of the time burden of these responses.

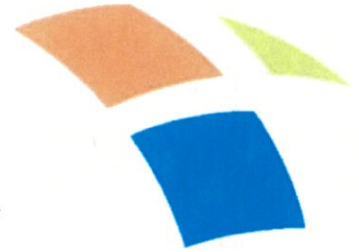
Beyond the sheer number of calls, the needed response can be very time-consuming, hindering availability of first responders from more pressing, high-risk community needs. Reducing calls and the time spent on calls handled by emergency services will improve response times to community needs and optimize availability of law enforcement, EMS, and other front line community services. Additionally, the model saves fuel on non-emergency calls by sending a single van rather than an officer, engine, and medic unit. Data from the CAHOOTS team in Eugene has demonstrated the ability to divert ambulance rides, ER visits, and jail admissions saving the local community \$8.5 million annually.

The CAHOOTS model was originated in Oregon more than 30 years ago. It has grown in popularity based on growing societal need, low cost of the service, and high value return on investment. The model has produced better outcomes for vulnerable populations and has increased satisfaction among law enforcement, first responders and the community. The model has been extensively studied and reviewed in academic and industry-related journals, as well as popular media. Adapting this model to the unique needs of the community will help achieve enhanced outcomes and free up the Police Department's resources and capacity.

For more information on the CAHOOTS model, please see "CAHOOTS: A Model for Prehospital Mental Health Crisis Intervention" in the January 29, 2021 edition of Psychiatric Times, available at: <https://www.psychiatrictimes.com/view/cahoots-model-prehospital-metal-health-crisis-intervention>

### Staffing Approach

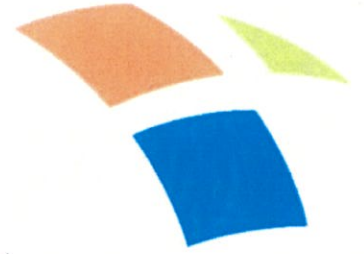
Leadership of this team will use a co-manager model that leverages the capacity of a licensed clinical program director and the focus of a city specific supervisor. This model increases efficiency and capacity as compared to other community crisis models, and it positions the program management team to also respond to calls during regular business hours. For example, the leadership team would be positioned to assist the police with a barricaded, suicidal subject without interrupting the response time of the mobile crisis teams on duty.



Further, it is important that the demographics of the team reflect the community served. The City has a proud history of being multi-cultural, multi-lingual communities. Every effort will be made to ensure the multidisciplinary roles of this team reflect the demographics of the important communities and stakeholder groups of the City.

Position	Role/Qualifications
Mobile Director	Licensed clinician (LCSW, LMFT, or LPC); responsible for general program management and supervision of crisis intervention workers. They will provide capacity building and support
City Supervisor	Responsible for equipment maintenance, staff coordination and oversight, including licensure monitoring, and monitoring van upkeep.
Medical Director	The Medical Director provides oversight and guidance regarding protocols, practice and training. The costs for the medical director in the proposed budget will cover the expanded services of the Mind OC Chief Medical Officer to function in this critical leadership capacity.
Crisis Intervention Worker -- Behavioral Health Counselor	Must possess 2 years of relevant experience, education, or both; performs de-escalation, mediation, suicide assessment and intervention, referral, crisis counseling, and determines transportability based on mental health symptoms.
Crisis Intervention Worker -- Health Specialist	Same responsibilities as Crisis Intervention Worker -- Behavioral Health Counselor as well as non-emergency health support and referrals. Communication with EMS/Fire when care is indicated. Trained in trauma-informed care, harm reduction, motivational interviewing, suicide intervention, and conflict mediation.
Care Coordinator	Must possess relevant experience, education, or both; case management services would include helping clients attain proper identification, provide assistance in completing community program intake forms and/or applications for additional support services, post-crisis intervention contact to monitor and encourage adherence to follow-up care.
Data Analytics	Supports reporting and analytics
Operations and Executive Administrative Assistants	Support Director, Supervisor and other team members as well as overall program functions and logistics

Mobile Crisis teams provide care coordination services core to the team’s daily functions, including referral and transport to services as a primary intervention. While on-going, individual case management is not typically included in the service, such extended individual support would improve individual outcomes and increase overall value of the service. For that reason, the staffing model and budget proposed here includes staffing capacity for enhanced case management.



### Key Model Elements

- Embedding the team into the police response systems, with dispatch staff trained to triage, and when appropriate divert certain calls for service to the mobile crisis response team. Such calls are carefully screened to exclude those involving violence, weapons, threats, and any other situation where the presence of a uniformed police officer would be needed.
- The mobile teams handle non-emergency calls due to mental illness, substance use, homelessness, and related health conditions.
- Staff of experienced professionals (crisis intervention workers) who specialize in the care and management of these frequently co-occurring challenges.

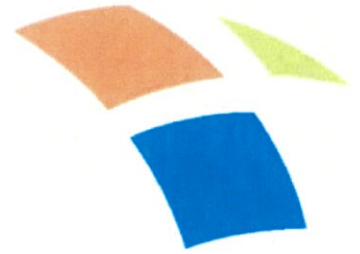
The Be Well OC mobile response team will implement a community care model that delivers the following:

- Specialized professional staff respond to community needs involving mental illness, substance use, homelessness, and/or related health challenges. While people in need may at times be struggling with homelessness, the team serves all residents.
- The service team functions as an essential support to the Police Department and emergency services, relieving first responders of the often time-intensive mental health and social service-related calls.
- Specialized response vehicles and transportation for individuals in need to appropriate care facilities, such as shelters, mental health crisis units, health clinics, hospitals, etc.
- Determination of appropriate action plans specific to individual client needs, family and patient follow up care, as well as case management when indicated.
- Development of a data dashboard in collaboration with the Cities to ensure transparency and continuous quality improvement.

### Ramp Up Approach

Establishing daily mobile crisis response services will require an appropriate scaling process. The nature of the calls in question requires skilled employees capable of managing a wide variety of difficult circumstances. Training these teams requires skilled program managers who can also do the work of responding to calls. A potential scaling-up process is as follows:

Ramp Up Milestones	Timing
Contract signed	Day 1
Program Managers hired; vehicles ordered; regular meetings with City stakeholders	Month 1
Day shift employees hired; vehicle retrofit begins; specific policies and procedures developed	Month 2
Staff training begins; training of dispatch and patrol on how to utilize service	Month 3
Van retrofit completed; 7-day service begins	End of Month 3



We will draw on our community knowledge and expertise and work closely with the City to develop clear plans and protocols including, but not limited to:

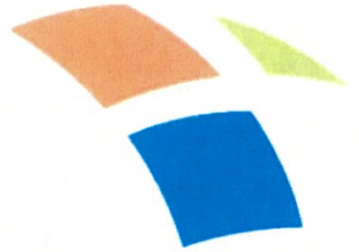
- Multidisciplinary training
- Incoming calls, triage, and team deployment
- Community partner care coordination, with emphasis on police and fire
- General Safety and security practices, with emphasis on high-risk response scenarios
- Documentation and data, with emphasis on transparency and continuous quality improvement

### Data

Be Well is committed to excellent service and continuous quality improvement. Transparency in data capture, analysis, and sharing is essential to that effort. Be Well will work closely with the City to ensure a high caliber data process, building on systems already in place. Our data capture will include:

- Number of unique individuals served
- Number of individuals seen more than once
- Gender
- Race
- Ethnicity
- Housing Status
- Types of service provided and outcomes
- Number of individuals who refuse service
- Total call volume





## Vehicle Guidelines

Preferred vehicle is a Ford Transit Extended Length with High Roof, or comparable. A spacious mobile environment optimizes the team's ability to respond to a variety of mental and health needs. Increased space improves safety and outcomes.

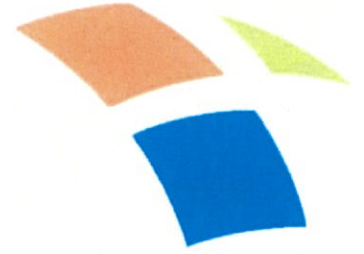
Regardless of the make or model, vehicle modifications are needed to transition the vehicle's standard function to the specialized capabilities required for this essential, specialized service:

### Distinctive modifications listed from front and to back of unit:

- Recommend dual alternators and a 110v/400w outlet for enhanced electrical capability.
- Vinyl front seats for ease of cleaning.
- The Crew version comes with 3 seats in the back. These are removed to accommodate a single captain's chair used for trainees, observers, supervisors, etc.
- Cabinets are placed behind this single observation seat and before the dividing glass to the patient area. The cabinets and surrounding area of the vehicle store supply bags, AED, oxygen tanks, airway management equipment, fire extinguishers, food, blankets, tarps, and an array of needed tools and additional supplies.



- As shown above, there is a barrier between the cargo compartment and passenger cab. For patient safety and comfort, the vehicle requires replacement of this barrier with a metal-reinforced shatterproof-glass divider.
- The floor and walls of the patient compartment are covered by hard, smooth, durable plastic. The material is easily washable.
- Sharp edges are avoided and padding is added where appropriate.
- Interior door handles in the back patient transport area are removed.
- Interior and exterior lighting is enhanced.

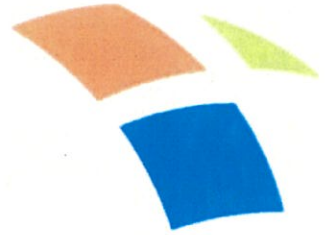


## Conclusion

The proven success of the CAHOOTS model combined with Be Well OC's expertise in designing, developing, and implementing transformative systems for the Orange County community offers the City the best possible foundation for creating a measurably successful mobile crisis response system.

We are excited at the potential to partner with the City in support of law enforcement, emergency responders, and the community in the development and implementation of a nationally-recognized crisis response system with proven results.





Care  
Understanding  
Optimism  
Support  
Heart  
Connection  
Belonging

# Hope HAPPENS HERE.

Calm  
Comfort  
Peace  
Intention  
Trust  
Love  
Family

## **Appendix B – Special Provisions**

1. **Live Scan Finger Printing Requirement.** Prior to commencing services, INDEPENDENT CONTRACTOR employees are required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Laguna Beach Police Department. INDEPENDENT CONTRACTOR shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Laguna Beach Human Resources Department with the background check results and subsequent records for review.
  
2. **California Law Enforcement Telecommunications System (CLETS) Requirement.** Prior to commencing services, INDEPENDENT CONTRACTOR employees are required to successfully complete and pass CLETS Information and Training. INDEPENDENT CONTRACTOR shall be responsible for obtaining the certification for its staff and shall bear the cost thereof. INDEPENDENT CONTRACTOR must provide the City of Laguna Beach Human Resources Department with CLETS certificate of completion.






# Mobile Crisis Response Team Contractor Agreement

Final Audit Report

2023-05-10

Created:	2023-05-10
By:	Becket Wilson (bwilson@lagunabeachcity.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuo5v60p5ncOn_lyorl9gGFPIZK0Vo5TC

## "Mobile Crisis Response Team Contractor Agreement" History

-  Document created by Becket Wilson (bwilson@lagunabeachcity.net)  
2023-05-10 - 0:15:35 AM GMT- IP address: 64.58.157.194
-  Document emailed to Phil Kohn (pkohn@rutan.com) for signature  
2023-05-10 - 0:15:52 AM GMT
-  Email viewed by Phil Kohn (pkohn@rutan.com)  
2023-05-10 - 0:39:24 AM GMT- IP address: 38.99.246.98
-  Document e-signed by Phil Kohn (pkohn@rutan.com)  
Signature Date: 2023-05-10 - 0:39:58 AM GMT - Time Source: server- IP address: 38.99.246.98
-  Agreement completed.  
2023-05-10 - 0:39:58 AM GMT