

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
MIND OC
FOR A
PILOT MOBILE CRISIS RESPONSE PROGRAM

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and Mind OC, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to design, develop, and deploy a Mobile Crisis Response Program; and

WHEREAS, Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

WHEREAS, CONSULTANT has been selected to perform these services.

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Marshall Moncrief, MFT, MBA, who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence for this Agreement. The services of CONSULTANT are to commence on April 20, 2021 (the "Commencement Date"), and this Agreement shall automatically terminate on April 20, 2022, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than one month from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement.

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Oliver Chi
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Mind OC
ATTN: Marshall Moncreif, MFT, MBA
18650 MacArthur Blvd., Suite 220
Irvine, CA 92612

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or

neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council. This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

30. GENERAL PRINCIPLES

CONSULTANT shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget (OMB), including 2 CFR 200 -UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance", which can be viewed at https://www.ecfr.gov/cgi-in/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. CONSULTANT shall comply with all federal, State and other funding source requirements. CONSULTANT shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by CITY. CONSULTANT shall submit annually to the CITY a cost allocation plan in accordance with The Uniform Guidance.

31. COMPLIANCE WITH LAWS AND REGULATIONS

CONSULTANT shall at all times perform its obligations hereunder in compliance with all applicable Federal, State, County, and local laws, rules and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. CONSULTANT

shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

32. EQUAL OPPORTUNITY

CONSULTANT shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall CONSULTANT discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

33. AFFIRMATIVE ACTION

Each CONSULTANT and subcontractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with all Affirmative Action Programs required by Federal or State law.

34. NON DISCRIMINATION

CONSULTANT shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 200-d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16,2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4,

Subchapter 6 (Section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

35. BYRD ANTI-LOBBYING AMENDMENT

CONSULTANT shall file Standard Form-LLL, "Disclosure Form to Report Lobbying," to certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. CONSULTANT shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by CONSULTANT or CONSULTANT's Subcontractors. In accordance with 31 U.S.C. 1352, CONSULTANT shall also file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. CONSULTANT shall include this provision in all subcontracts and require each of its subcontractors to comply with the certification and disclosure requirements of this provision.

36. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

37. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

CONSULTANT shall, in accordance with 2 CFR 200.321 -Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firm by:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

38. PROCUREMENT OF RECOVERED MATERIALS

CONSULTANT shall comply with 2 CFR part 200.322. CONSULTANT shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds

\$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. CONSULTANT certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, CONSULTANT shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to CITY upon request.

39. AUDIT AND INSPECTION

CONSULTANT agrees to maintain and/or make available within the CITY accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State or County representatives shall have the right to monitor, assess, or evaluate CONSULTANT's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants. CONSULTANT assertions of confidentiality shall not be a bar to full access to the records.

40. AUDIT REQUIREMENT

CONSULTANTS that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI).

CONSULTANT,
MIND OC

By: _____

print name

ITS: *(circle one)* Chairman/President/Vice President

AND

By: _____

print name

ITS: *(circle one)* Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

Mayor

City Clerk

INITIATED AND APPROVED:

Julian Harvey, Police Chief

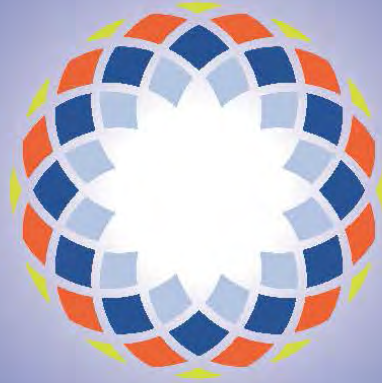
REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"



Be Well

ORANGE COUNTY



Be Well OC Mobile Crisis Response Team
Huntington Beach Police Department Request for Qualifications

February 17, 2021



February 17, 2021

City of Huntington Beach
Finance Department, Purchasing Division
2000 Main Street
Huntington Beach, CA 92648-2702

RE: Be Well OC Mobile Crisis Response Team. Response to the HBPD Request for Qualifications

To Whom It May Concern:

Be Well OC is honored to respond to this Request for Qualifications to partner with the City of Huntington Beach and to support the courageous work of the Huntington Beach Police Department. Be Well OC is uniquely positioned to unify the efforts of local hospitals, medical clinics, homeless service providers, and other community stakeholders to quickly activate a successful, scalable, outcomes-driven Mobile Crisis Response Team. As a resident of Huntington Beach, I am personally honored to submit this response and personally committed to the success of this new service. We are grateful for the City's vision and bold leadership.

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 crisis response.

Leveraging the nationally-recognized CAHOOTS crisis response model for Huntington Beach, Be Well can improve outcomes and community satisfaction, lower overall costs to the community, and relieve law enforcement from time-consuming responses that hinder their intended function. The CAHOOTS model was developed around a 2-person mobile team, comprised of an EMT and Crisis Counselor, to provide 24/7 community-based assessment and stabilization of urgent medical 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 Huntington Beach 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,

A handwritten signature in purple ink, appearing to read "Marshall Moncrief".

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

18650 MacArthur Blvd, Ste 220, Irvine CA 92612 | BeWellOC.org



BE WELL OC MOBILE CRISIS RESPONSE TEAM

Huntington Beach Police Department Request for Qualifications





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 medical 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 mental health and medical training. The mental health team member is an experienced crisis counselor skilled in de-escalation techniques, supported by a medic who is trained as either an EMT or a nurse. For example, if an individual is feeling suicidal and has cut themselves, the situation is both medical and psychiatric. These patients are usually seeking help, and the CAHOOTS model is designed to address both 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, medical clinic, shelter, etc.

Based on HBPD and HBFD data, a fully operational CAHOOTS model would divert 16,000 calls annually.

This model does not duplicate services. In addition to supporting police, fire and EMS, the model also works as a compliment to the County's Centralize Assessment Team (CAT). The CAT team will be deployed when a situation requires an involuntary hold and transport. In this way, this model fills a major service gap found in most communities. It builds a bridge between medical 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 Huntington Beach, 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



Qualifications

A Overview of firm qualifications, type of organization, size, professional registration, and affiliations of company

Be Well OC is pleased to submit this response to the Huntington Beach Police Department's Request for Qualifications for a Mobile Crisis Response Team.

Background on Be Well Orange County

The Problem - No one sector alone can solve the pervasive problem of mental illness, substance use disorders, and related challenges of suicide and homelessness. Disconnected services and funding sources create silos. Absent a public-private, whole-system solution, the community will continue to suffer from less-than-adequate care in a fragmented environment.



The Solution - Be Well OC brings together a county-wide, cross-sector, force of Orange County leaders: public and private health systems, law enforcement and emergency services, academia, faith community, business community, and others. Emboldened by a shared vision to create a world-class system of mental healthcare for all Orange County residents, Be Well OC unifies the fragmented silos into one, public-private ecosystem of services and support.





The Be Well Blueprint was created to build the transformational system.

A top priority identified in the Blueprint is the development of a best-in-class crisis response system within the larger ecosystem. This includes 3 comprehensive care campuses and a robust mobile crisis response team to meet needs in the community.



Background on Mind OC

Advancing the Blueprint requires a responsive and accountable leadership organization with special capability and responsibility.

In 2017, through a partnership of Orange County hospitals, the county health care agency, and the community, Mind OC was created as a 501(c)3 non-profit organization to build the Be Well OC system of care on behalf of the public and private partners, and for the whole community. In short, Be Well OC is the community-facing brand of the world-class system; Mind OC is the legal entity that can braid public and private funds, enter service contracts, and build the infrastructure to actualize the Be Well OC System. Mind OC has been entrusted as fiscal agent for over \$50 million dollars in public and private funding to support Be Well OC mental health system transformation projects across Orange County.

Mind OC is a core team of over 20 multi-disciplinary professionals that lead a variety of specialty teams and scores of community stakeholders to advance the strategic initiatives of Be Well OC. The team has deep expertise in healthcare administration and operations, executive and clinical leadership across the psychiatric, substance use and homeless services continuum, program development and implementation, real estate and facilities development, system performance evaluation, data analytics and academic research, as well as public policy. Mind OC works in close partnership with the County Health Care Agency, CalOptima, California DHCS, the Hospital Association of Southern California (HASC), the Coalition of Orange County Community Clinics (COCCC), Orange County Department of Education (OCDE), Housing for Health OC (HHOC) - a coalition of trusted homeless service providers, City Managers across the County, and most of the law enforcement agencies in Orange County, including the Sheriff's Dept.



B. Outline of current relevant projects in Orange County; Specific details relating to expertise in developing mobile crisis response teams.

Be Well OC is leading several aligned efforts to advance behavioral health system transformation in Orange County, and to improve the crisis response system:



1. Development of 3 Be Well Campuses: Building the Beacons to illuminate a hopeful path forward for Orange County. Three regional, comprehensive care campuses – North, Central & South County – will anchor the system, increasing access and greatly improving the quality and outcomes of mental health and addiction treatment for this community. The campuses include a variety of mental health and substance use assessment, crisis stabilization, and recovery services, co-located, coordinated and uniquely available to all Orange County residents regardless of payer. The first Be Well Campus in Orange opened for care in January of this year. It is a 60,000-square-foot treatment facility, designed to meet the needs of law enforcement, mobile crisis teams, and hospitals serving those in mental health crises. When fully operational, the campus will have 93 beds and the capacity to treat approximately 100 people each day. Specific services within the state-of-the-art facility include triage, psychiatric intake and referral, SUD intake and referral, withdrawal management, crisis residential, residential mental health and SUD treatment, and an integrated education and support center. This first campus was a co-investment partnership between the County of Orange, Cal Optima, and 5 of the county's leading non-profit hospitals. Campus operations are continuously informed by a law enforcement steering committee, hospital steering committee, and a committee of family members with lived experience in mental health crises.

2. Develop a Single Point of Access Navigation System and Crisis Response Network: Orange County, like most jurisdictions in the country, offers a complicated and confusing crisis response system which often includes multiple numbers for people in mental health and SUD crisis to call and navigate. In Orange County, there are currently more than 18 crisis call lines and access points, often leading to confusion and delay in timely care. People in crisis default to calling 911 for mental health and SUD crises which lead to inappropriate ER boarding or potentially avoidable incarceration. Be Well OC, in collaboration with the County of Orange, Cal Optima, NAMI OC, and others, are developing the plan to unify these access points and simplify services navigation and crisis response across the county.

3. Substance Use Disorder Prevention and Treatment: In the summer of 2019, a Be Well OC Substance Use Disorder (SUD) initiative was created to develop a countywide comprehensive SUD system of care. The initiative received funding from the CA Department of Health Care Services to begin with the creation of a network of Medication Assisted Treatment (MAT) for Youth. Be Well has continued to expand the SUD system, now partnering with a network of medical clinics to make MAT available for the most vulnerable adults in the community. Reduction in opioid use and overdose eases the burden on law enforcement, other first responders and hospitals, and keeps our parks and streets safe from drug-related activity.



4. Community Suicide Prevention: In March 2019, the Orange County Board of Supervisors directed funding to develop a comprehensive, county-wide suicide prevention plan, which Be Well OC continues to support. The initiative will include law enforcement training on mental health and community education by law enforcement around gun safety.

5. Supporting the County's MHS-A-Funded Innovation Project for Behavioral Health System Transformation: BeWell OC is leading the alignment of legal, fiscal, and regulatory requirements to improve quality of and access to services. The goal of this effort is to plan for, develop and test the feasibility of a new public and private payment model that will create a quality-driven, culturally responsive and inclusive behavioral health system. A key piece of this work is establishing proof of concept for measurement, data sharing, and exploring value-based payment options to improve and support quality in crisis and other services at the Be Well Orange Campus.

6. Implementing a Trauma Informed Network of Care to Address Adverse Childhood Experiences (ACEs): In partnership with more than 20 health systems, county and community-based organizations, Be Well OC has been awarded \$3 million over the next 17 months from the ACEs Aware grant program, developed by the California Department of Health Care Services in partnership with the Office of the California Surgeon General. The project aims to implement a broad and inclusive Trauma-Informed Network of Care for Orange County, which will ultimately work to prevent adverse childhood experiences (ACEs), promote ACE screening in children and adults, improve treatment of ACE-Associated Health Conditions, and prevent intergenerational toxic stress transmission. Additionally, to address a key gap in this continuum and strengthen community linkages, we will launch the Focusing On Children Under Stress (FOCUS) program, in collaboration between local police departments and the Orange County Department of Education. FOCUS will establish a notification system to decrease the negative impacts on children exposed to violence and trauma by improving communication and collaboration between first responders, schools and community resources, helping reduce impacts on the crisis response system.





D ■ References from current related projects, with information to ensure easy contact.

Reference Name and Contact Information	Related Project(s)
<p>Don Barnes Sheriff-Coroner Orange County Email: ddbarnes@ocsd.org Assistant: Bonnie Foster Assistant Phone: 714-647-1805 Assistant Email: bfooster@ocsd.org</p>	<p>Development of Be Well Orange Campus; exploration and support of mobile crisis response model</p>
<p>Thomas C. Kisela, Chief of Police City of Orange Email: tkisela@orangepd.org Mobile Phone: 714-936-6121</p>	<p>Development of Be Well Orange Campus</p>
<p>Jeremy Zoch Chief Executive St. Joseph Hospital Email: Jeremy.Zoch@StJoe.org Assistant: Linda Palomares Assistant Phone: 714-771-8020 Assistant Email: linda.palomares@stjoe.org</p>	<p>Chair of Hospital Association of Southern California; Development of Be Well Campuses</p>
<p>Jeffrey A. Nagel, Ph.D. Behavioral Health Director Orange County Health Care Agency Email: JNagel@ochca.com Phone: 714-834-7024</p>	<p>Development of Be Well Orange Campus; Advancing the Be Well Blueprint; MHSA-Funded Innovation Project for Behavioral Health System Transformation</p>
<p>Michael Rose, DrPH, L.C.S.W Director, Community Health Hoag Hospital Email: michael.rose@hoag.org Phone: 949-764-6278</p>	<p>Advancing the Be Well Blueprint; Suicide Prevention Initiative; planning for the South County Be Well Campus (Irvine)</p>
<p>Larry Haynes Executive Director Mercy House Email: larryh@mercyhouse.net Phone: 714-836-7188</p>	<p>Advancing the Be Well Blueprint; Homeless and Mental Health services coordination</p>



Project Team Overview

The Mind OC team brings extensive expertise in design, development, implementation and continuous quality improvement of systems and services. These include crisis care, substance use treatment, and homeless support services.

Note: Positions specific to the mobile service will be onboarded and are detailed in the staffing model (on page 16).

The Leadership Team:

Marshall Moncrief, MFT, MBA, Chief Executive Officer. Mr Moncrief is a co-founder of Be Well OC, and is a co-founder and CEO of Mind OC, the 501c3 non-profit entity created to build the Be Well Orange County system of mental health care for all Orange County residents. Mr. Moncrief will hold overall responsibility for this project, and all Be Well OC initiatives and activities. Mr. Moncrief has served as a clinical and administrative leader in both public and private health sectors, scaling successful services across all levels of the care continuum and within complex delivery systems. He has held executive leadership positions in the St Joseph Hospital system, Hoag Hospital, and most recently Providence Southern California as the Regional Executive Director of the Institute for Mental Wellness. In this prior role, Mr. Moncrief held administrative and operational oversight for all mental health and substance use services for 14 hospitals and emergency departments, as well as 5 large medical groups. Mr Moncrief is a licensed therapist specialized in treating addictions and co-occurring disorders. He holds an Executive MBA with an emphasis in healthcare administration.

Dr Robert McCarron, DO, Chief Medical Officer. Dr McCarron completed a dual residency in internal medicine and psychiatry at Rush University and received board certification in psychiatry, psychosomatic medicine and internal medicine. While on faculty at the University of California, Davis and Irvine Schools of Medicine, he started the only two California-based combined internal medicine / psychiatry residency programs. In these roles, he received grant support to create and implement a "Med Psych" curriculum that can be used in the public mental health system by psychiatry residency training programs. Dr. McCarron served as Director of the only Sacramento County Crisis Stabilization Unit and was the founding Director of Pain Psychiatry and Behavioral Medicine, within the UC Davis Division of Pain Medicine. Dr. McCarron is the Founding Director for the UC Davis Train New Trainers (TNT) Primary Care Psychiatry (PCP) Fellowship, which is a one-year program designed to train primary care providers in the essentials of psychiatry and pediatric behavioral health. Dr. McCarron now serves as Professor and Vice Chair at the University of California, Irvine School of Medicine, Department of Psychiatry and Behavioral Medicine. He also serves on the ACGME Residency Review Committee for Psychiatry.

Dr Karen Linkins, PhD, Chief Strategy & Innovations Officer. Dr Linkins is a co-founder of Be Well OC, and specializes in systems transformation across health, behavioral health, and human services. Dr Linkins combines advocacy, implementation science, and program evaluation to improve population health and advance health equity in California and nationally, advancing frameworks like collective impact and distributed leadership. A recognized leader in integrated behavioral health nationally, Dr. Linkins has led more than 70 research, evaluation, technical assistance, and strategic planning projects for Federal agencies, states, foundations, health plans, community-based organizations, and clinics. Some of her current projects include: designing Sacramento's MediCal Whole Person Care pilot that targets individuals experiencing homelessness with complex health needs, evaluating the CA Accountable Communities for Health Initiative, and designing a public-private continuum of behavioral health care in Orange County. Dr. Linkins works to develop strong strategic partnerships across safety net organizations and communities to confront and address the underlying inequities and disparities that impact population health.





Dr Lauren Brand, PsyD, Director of Operations. Dr Brand oversees all clinical and operational aspects of the Be Well campus in Orange. In this capacity, Dr Brand works very closely with law enforcement teams, emergency services, hospitals and homeless support services and shelters. Dr Brand is leading the community collaboration to improve transitions of care into and out of the new Be Well Campus, affording her a unique vantage point to lead mental health system improvement in support of law enforcement and first responders. Dr. Brand is a psychologist specializing in clinical operations and administrative oversight of high performing mental health and substance use programs. Dr Brand has over 20 years of experience working in the public and private sectors. Prior to her work with Be Well OC, Dr. Brand served as Chief Operating Officer and President & CEO, for Jewish Federation & Family Services. Dr Brand also ran the John Henry Foundation, a venerable residential campus program for those struggling with Schizophrenia Spectrum Disorders.

Ben Adam Climer, EMT, Principal Project Lead: Mobile Crisis Response Initiative. Mr. Climer will lead the Be Well implementation of the mobile crisis response teams and hold implementation responsibility to ensure project success. Previously, Mr Climer held responsibilities across all aspects of the CAHOOTS service in Oregon, serving as a crisis counselor, an EMT, as well as holding administrative and operational leadership roles. Mr Climer has extensive experience in the onboarding and training of new mobile crisis teams, establishing working policies and protocols in collaboration with law enforcement and emergency services, as well as other critical community stakeholders. Mr Climer applies continuous quality improvement practices to new services to ensure best outcomes early in the program life-cycle. Mr. Climer has over 10 years of experience in social services, including serving as a Southern California homeless outreach worker, housing case manager, and program manager. Mr. Climer is the founder of Critical Responses in Supportive Integrated Services (C.R.I.S.I.S.), assisting communities across California in the development of mobile crisis response teams.

Valerie Fryer, MBA, Director of Finance. Ms. Fryer will provide fiscal and administrative oversight for the project, including coordinating HR functions. Valerie has more than 18 years of finance experience working with nonprofits & 10 years with corporate finance. During her career, she has led all facets of operational & finance management including accounting, financials, budgets, information technology, human resources administration and audits. At OneOC, Valerie led the Business Services Dept for 12 years which was responsible for the OneOC financials, over 100 community initiative oversight & financials, 30 nonprofit accounting / bookkeeping clients and 20 corporate foundation financials. She is well versed in all levels of government contracts and financial audits. Previously, she was the Controller for Olive Crest which provided services to care for abused and neglected children in 3 states that included mental health services, prevention, foster/adoption, and education (schools) programs. Ms. Fryer holds a Master's degree in Business Administration.



Understanding of and Proposed Approach to the Mobile Crisis Response Team in Huntington Beach

Understanding

Based on the information provided in the RFQ and in Hbfd annual reports, there are 16,000 calls for services (CFS) related to mental illness, substance use, and homeless services. HBPD report that these calls make up approximately 13% of total CFS. For comparison, in Eugene, Oregon, the police report that the CAHOOTS team had 16,000 CFS in 2019, diverting up to 10% of total CFS. Eugene serves as a useful analogue to Huntington Beach given that it has a similar population, albeit with a dramatically larger homeless population (2019 Point in Time Count for Eugene identified 2,165 individuals vs. 349 in Huntington Beach).

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. Some or all of the following categories could be diverted to a mobile crisis team: Bleeding (non-traumatic), Diabetic, Mental / Emotional / Psychological, Sick (Unknown) / Other. This 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 medical calls by sending a single van rather than an 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 Huntington Beach will help the City achieve enhanced outcomes and free up the Huntington Beach 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 complementary skill sets of a mental health clinician and medical professional. This model increases efficiency and capacity as compared to other community crisis models, and establishes the program management team as capable of responding 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 mobile crisis teams on duty.

Position	Role/Qualifications
Clinical 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.
Medic Supervisor	RN or EMT; responsible for equipment maintenance, medical supplies, medical staff coordination and oversight, including licensure monitoring, and monitoring van upkeep.
Medical Director	Under California law, EMTs must practice under the medical license of a physician. 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.
EMT	EMT, AEMT, or EMT-P license required; performs medical evaluations and wound care, rules out physical health issues presenting as mental health, provides overdose intervention, and determines transportability based on physical symptoms.
Crisis Intervention Worker	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.
Case Management	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.

Mobile Crisis teams provide case management 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.



This model aligns with and actualizes each of the criteria identified by the City:

- Embedding the new units into the City's police response systems, with HBPD communications / dispatch staff trained to triage, and when appropriate divert certain calls for service to the proposed 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.
- Development and deployment of mobile crisis response teams to handle non-emergency calls due to mental illness, substance use, homelessness, and related medical conditions.
- Mobile crisis response teams staffed by experienced professionals (crisis counselors and medical professionals) 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 incidents in the community involving mental illness, substance use disorders, homelessness, and/or related medical challenges. While individuals in need may at times be struggling with homelessness, the team is responsive to all city residents.
- The service functions as essential an essential support and extension of the Police Department, relieving law enforcement officers of the often very time-intensive mental health and social services-related calls; also, the service is available as a co-response alongside PD for calls that may include mental illness with de-escalation needs.
- Specialized response vehicles and transportation for individuals in need to appropriate care facilities, such as shelters, mental health crisis units, medical 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.

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

- Incoming calls, triage, and team deployment
- Communication and coordination with HBPD and HBFD
- Community partner care coordination
- General Safety and security practices
- High-risk response scenarios
- Multidisciplinary training
- Documentation and data
- Continuous Quality Improvement



Ramp Up Approach

Establishing 24 daily hours of mobile crisis response 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 Milestone / Phase 1	Timing
Agency chosen to execute contract	Day 1
Program Managers hired; vehicles ordered	Month 1
Day shift hired; training begins; vehicle retrofit begins	Month 2
Training staff; van retrofit completed	Month 3
7-day, 12 hours/day service begins	Months 4
Overnight and weekend workers hired and begin training	Months 5-6
7-day, 24 hours/day service begins; case manager hired; begins training	Month 7
Fully operational 7-day, 24 hours/day service	Months 8-12
Phase 2	Timing
Vehicle ordered	Month 12
12-hour overlap team hired; begin training; vehicle retrofit begins	Months 13-14
7-day, 36 hours/day service begins	Month 15
Fully operational 7-day, 36 hours/day service	Months 16-24



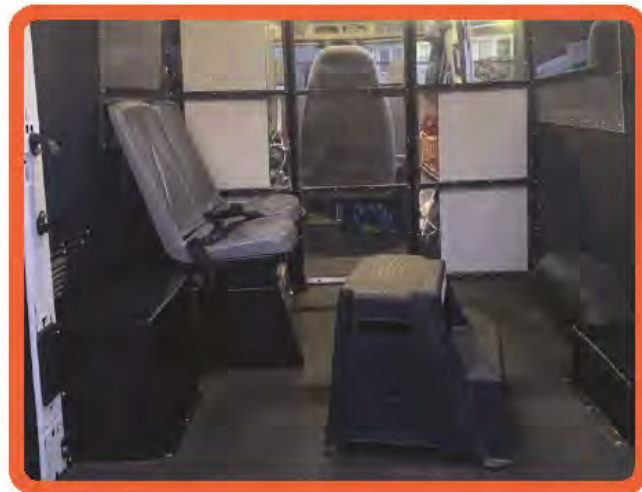
Vehicle Guidelines

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 medical 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:



After Modification ▾





Distinctive modifications listed from the front and to the 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 medical supply bags, AED, oxygen tanks, airway management equipment, fire extinguishers, food, blankets, tarps, and an array of needed tools and additional medical 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 no seams for bodily fluids.
- 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 Huntington Beach the best possible foundation for creating a measurably successful mobile crisis response system.

We are excited at the potential to partner with the city of Huntington Beach 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.





Patience
Care
Understanding
Optimism
Support
Heart
Connection
Belonging

Hope HAPPENS HERE.

Calm
Comfort
Peace
Intention
Trust
Love
Family

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services as identified in Exhibit A shall be based upon actual costs for services rendered, and shall not exceed \$1,500,000 in any given year.

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly

rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

