

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SAN LEANDRO
AND ALAMEDA COUNTY FIRE DEPARTMENT FOR THE ALTERNATIVE RESPONSE UNIT
PROGRAM

This Memorandum of Understanding (“MOU”) is effective _____ and is entered into by and between City of San Leandro (“City”) and Alameda County Fire Department (“ACFD”), collectively referred to as the “Parties”.

A. Scope of Services and Initial Term

The scope of services provided under this MOU is the implementation of the ACFD non-emergency Alternative Response Unit (ARU) program. This program will utilize one response vehicle and operate within San Leandro City limits.

The Initial Term of this MOU shall be eighteen (18) months commencing from the effective date, with an option to extend for two more years if agreed upon in writing by both parties.

Details of the services provided by ACFD include the following:

1. **Service:** The ARU shall respond to calls for services within the City to provide behavioral and mental health services to individuals by three personnel:
 - a. an ACFD State Licensed Emergency Medical Technician (EMT) or Paramedic;
 - b. a licensed nurse practitioner or other licensed medical practitioner or mental health professional; and
 - c. a Community Health Outreach Worker (CHOW).

The criteria for calls for service to be sent to the ARU shall be determined and agreed upon by both Parties. This criteria may be revised by mutual agreement of the Parties.

During each call for service ACFD shall have sole discretion to determine to transport or make a separate call to another transport provider for a transport of an individual to an appropriate facility for further intake or treatment.

ACFD, at its sole discretion, may hold a response to a call, delay a response to a call, or not respond to a call depending on its objective assessment of the immediate danger or risk of harm to ACFD personnel or ACFD contractors, subcontractors, or subconsultants, and the timing of the dispatch and arrival of City law enforcement services at ACFD’s request.

2. **Schedule:**
 - a. 40 hours per week.
 - b. Shifts include a one-hour lunch and are subject to change based on program evaluation.
 - c. Four (4) – 10-hour shifts
 - i. Four (4) days per week per ARU

- ii. Examples: 0700 – 1800 hours, 0800 – 1900 hours, 0900 – 2000 hours
- d. Five (5) – 8-hour shifts
 - i. Five (5) days per week per ARU
 - ii. Examples: 0700 – 1600 hours, 0800 – 1700 hours, 0900 – 1800 hours

B. Communication

Designated staff from both Parties, as identified below, shall communicate on the needs and expectations of each Party as they arise or on an “as needed” basis, but no less frequently than once a quarter. All verbal communication shall be followed by written correspondence, including but not limited to email, to ensure a record of communications or conversations is memorialized and accessible to the Parties and their Administration. The Parties agree that no personal health information, as that term is defined by the Health Information Privacy and Portability Act (HIPPA) shall be shared between the Parties; no Business Associate Addendum or other separate agreement related to the sharing of PHI is required.

1. *Dispatch:* SLPD dispatch shall provide initial call triage and route calls appropriately. ACRECC will dispatch the ARU if identified criteria are met. The Parties shall coordinate on the appropriate training for City dispatchers to respond and/or assist on calls within the scope of services. No services shall be provided until the Parties have reached agreement that dispatch personnel have been sufficiently trained.
2. *Administration:* The main points of contact for this MOU are as follows:
 - City of San Leandro:
 - iii. Name: Jessica Lobedan, Human Services Director
 - iv. Email: jlobedan@sanleandro.org
 - v. Phone: 510-577-3466
 - Alameda County Fire Department:
 - vi. Name: Paige Bowie, Division Chief
 - vii. Email: paige.bowie@acgov.org
 - viii. Phone 510-693-3408

C. Funding and Invoicing

Subject to City Council approval, City payments to ACFD for the Initial Term of this MOU shall not exceed the total sum of \$1,350,000 for services to be performed pursuant to this Agreement. See Attachment B. Payments will be made based on actual services rendered and upon submittal of invoices and reporting requirements detailed below. Detailed invoices are required. City shall not pay any sum over the not to exceed amount for any expense or cost whatsoever incurred by ACFD in rendering services pursuant to this Agreement.

Invoice Period	Due Date (or next business day if falls on weekend)
Monthly beginning July 15, 2024 – Dec 15, 2025	15th of each month September 15th, 2024 – February 15th 2026

ACFD shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the Contract Administrator:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- Task Summary containing the original contract amount, the amount of prior billings, the total due this period, and the balance available under the Agreement;
- A copy of the applicable time entries or time sheets shall be submitted showing the role of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- Receipts and/or backup documentation of expenditures;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant’s signature;

D. Reporting and Monitoring

Once the unit is launched, (anticipated start date between September – November 2024), and on a quarterly basis, ACFD shall submit progress reports, substantially in the form provided in Attachment A to City as follows:

Types of Report	Service Period	Due Date
Submit Progress Report documenting achievement of Qtr 1 deliverables	Nov 2024 – Jan 2025	March 1, 2025
Submit Progress Report documenting achievement of Qtr 2 deliverables	Feb – April 2025	June 1, 2025
Submit Progress Report documenting achievement of Qtr 3 deliverables	May – July 2025	September 1, 2025
Submit Progress Report documenting achievement of Qtr 4 deliverables	August – October 2025	December 1, 2025
Submit Progress Report documenting achievement of Qtr 5 deliverables	November 2025 – Jan 2026	March 1, 2026

E. General Terms and Conditions

1. *Indemnity and Insurance*

The Parties to this MOU agree to indemnify, defend and hold harmless each other, including each Party’s elected and appointed officials, directors, officers, employees, volunteers, and agents respectively from and against any liability, damage(s), claims, costs or causes of action resulting in any way from a breach of this MOU or any claims arising from or in any way related to each Party’s performance of the scope of services under this MOU. ACFD, on behalf of itself and its elected and appointed officials, directors, officers, employees, volunteers, and agents assumes all risk of injury to persons or damage to property related to all activities required under or related to its performance of this MOU. The indemnification

and assumption of risk requirements shall terminate automatically and without notice upon termination of this MOU.

Each Party represents that it is self-insured and has insurance coverage of sufficient breadth and coverage for the scope of services contemplated herein. Each Party shall procure, hold current during the Term of this MOU, and upon request provide evidence of commercial general liability insurance of at least \$2,000,000, workers compensation insurance commensurate with statutory requirements, automobile liability insurance for all owned, hired, and non-owned vehicles of at least \$2,000,000 and proof that each Party is added as an additional insured on the other Party's insurance policies. ACFD shall require and upon request show proof that its subcontractors or subconsultants performing any or all the scope of services under this MOU have procured, hold current, and will produce upon request evidence of insurance coverage and at the amounts described herein.

2. Early Termination

Either party may terminate this MOU for any reason upon sixty (60) days written notice to the other party, it being understood that the respective rights and obligations of the Parties shall continue to be governed by this MOU until the effective date of such termination.

If either Party finds the other Party is acting fraudulently, or engages in willful misconduct, gross negligence, or bad faith, it may terminate this MOU immediately upon notice to the other Party.

3. Amendment

Either party may request a modification to this MOU by doing so in writing. All changes, other than the Early Termination provisions above, must be agreed to by both parties in writing, via an executed amendment.

4. Independent Contractors

The Parties agree that they are independent contractors, and not partners, or joint venturers in the provision of services under this MOU. No employee or agent of either Party shall qualify for or be considered an employee of the other Party, or qualified to collect insurance or retirement benefits from the other Party. City is not and shall not be considered by ACFD a joint or co-employer of any ACFD employees, subcontractors or subconsultants. ACFD shall indemnify and hold harmless City from all claims, causes of actions, injuries or damages related to joint employment or co-employer status.

IN WITNESS WHEREOF, the parties have entered this Memorandum of Understanding as of the date set forth above.

City of San Leandro

Name: Janelle Cameron

Title: City Manager

Address: 835 East 14th Street, San Leandro, CA 94577

Attest:

Kelly Clancy, CMC
City Clerk

Approved as to Form:

Richard D. Pio Roda
City Attorney

Alameda County Fire Department

Name: William McDonald

Title: Fire Chief

Address: _____

Approved as to Form:
Donna R. Ziegler, County Counsel

Kathleen J. Hall
Deputy County Counsel

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ATTACHMENT A
ARU Program Goals and Metrics

Program Goals:

- Reduce police response to 911 calls related to behavioral health requests
- Deliver an appropriate and timely response to behavioral health calls that meet the individual's needs
- Decrease the number of unnecessary emergency room visits and hospitalizations
- Bridge and facilitate service connections for patients.

Complete table of data metrics organized by program goal.

Goal #1. Reduce police response to 911 calls related to behavioral health requests
Metrics
of eligible calls that are being declined by PD
of eligible calls
Time/date of eligible calls
of eligible calls that ART is declining because they are busy or offline
of ART calls that require police back up and why
#/% of eligible calls responded to by ART alone
#/% of calls responded to by ART as co-response with PD
#/% of requests for ART from PD, FD, or EMS
#/% of calls responded to by ART by dispatch type (911 dispatch, self-dispatch, etc)

Goal #2. Deliver an appropriate and timely response to behavioral health calls that meet the individual's needs.
Metric
#/% of dispositions of ART responses
#/% of patient needs on ART responses
Response time of the ART (over/under designated response time), meeting response time
of ART response by type/nature codes
ART time on scene
#/% of calls where resources were distributed on scene by resource type
of calls where basic necessities were provided
#/% calls by types of services provided on scene
of calls where medication was prescribed
of calls where medication assisted treatment for SUD was initiated
of calls where medication assisted treatment for SUD was refilled
of calls where harm reduction resources were given
#/% of calls where transportation was provided by location

Goal #3. Decrease the number of unnecessary Emergency room visits.
Metrics:
#/% of calls that require ART back up from FD
#/% of calls that require ART back up from EMS
#/% of calls that result in 5150 or 5585
#/% of calls that result in an emergency room visit
#/% of calls that result in emergency medical engagement
of calls where some medical treatment was provided on-scene but did not require ED
#/% of calls where EMS requests ART on scene
#/% of calls where FD requests ART on scene

Goal #4. Bridge and facilitate service connections for patients.
Metrics:
#/% of referrals made by ART by type
of calls transported to Eddie's Place
of ART referrals at Eddie's Place accepted per month
Average length of stay for ART referrals at Eddie's Place
Exit destination (transitional housing, shelter, behavioral health entity, recovery program, permanent housing, respite location) of ART referrals at Eddie's Place
of ART referrals to Eddie's Place connected to managed care benefits
of ART referrals connected to primary care providers
of ART referrals connected to behavioral health care providers
of ART referrals that required Emergency Department or inpatient hospitalization during stay
#/% of enrollments into services by type
of calls where direct connection was made with existing service provider (primary care, specialty care, or behavioral health)
#/% of individuals who received follow up by frequency
#/% of individuals placed into temporary housing by type (respite, shelter, etc)
#/% of individuals who decline services and the reason
Tracking follow up interactions (# of calls where follow up contact was made after initial contact)
#/% of individuals who have repeated interactions with ART
of calls that originated from a service provider (could be dispatch types, includes non-emergency number)
Adherence to clinical Standing Operating Procedures (chart/case reviews conducted weekly or monthly)

**ATTACHMENT B
ARU Budget**

Alameda County ARU Contracted Mental Health Provider Budget		
	Annual cost	6 month cost
Personnel		
Medical director (.2 FTE)	\$ 72,800.00	\$ 36,400.00
Nurse Practitioner (1 FTE)	\$ 224,640.00	\$ 112,320.00
Community Health Outreach Worker (CHOW) (2 FTE)	\$ 149,760.00	\$ 74,880.00
Total Personnel costs	\$ 447,200.00	\$ 223,600.00
Equipment		
Tablet/laptop (one-time cost)	\$ 1,200.00	\$ -
Consumable supplies (non-medical)	\$ 24,960.00	\$ 12,480.00
Total Equipment costs	\$ 26,160.00	\$ 12,480.00
Programs Development and Training		
Program development (10% of total program cost)	\$ 53,048.00	\$ 26,524.00
Training (4 weeks of program staff time)	\$ 22,880.00	\$ 11,440.00
Total Program Development and Training costs	\$ 75,928.00	\$ 37,964.00
Indirect costs		
Electronic Health Record (includes e-prescribing)	\$ 4,800.00	\$ 2,400.00
Malpractice insurance	\$ 2,400.00	\$ 1,200.00
Total indirect costs	\$ 7,200.00	\$ 3,600.00
Total program cost	\$ 556,488.00	\$ 277,644.00
Program administration fee (5%)	\$ 27,824.40	\$ 13,882.20
Medically supported hotel site (two beds)	\$ 208,071.00	\$ 138,335.00
Annual cost	\$ 792,383.40	\$ 429,861
Contingency (for use in year 1 or 2)	\$	127,755.40
Total 18-month cost	\$	1,350,000.00