

MEMORANDUM OF UNDERSTANDING #8008

Psychiatric Emergency Response Team (PERT)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the County of El Dorado, a political subdivision of the State of California, Health and Human Services Agency (hereinafter referred to as “HHSA”), and El Dorado County Sheriff’s Office (hereinafter referred to as “EDSO”).

RECITALS

WHEREAS, the County of El Dorado, through its Health and Human Services Agency, Behavioral Health Division, administers the mental health services programs for the County, including programs funded through the Mental Health Services Act (MHSA);

WHEREAS, the El Dorado County Sheriff’s Office provides law enforcement activities in the County of El Dorado;

WHEREAS, in the course of providing said law enforcement activities, EDSO sometimes encounters situations where a trained mental health professional may best determine if the situation requires mental health crisis intervention including, but not limited to, de-escalation, referral for services, or referral for further assessment and evaluation;

WHEREAS, as a component of the Prevention and Early Intervention/Community-Based Outreach and Linkage program in the County of El Dorado’s Fiscal Year (FY) 2023/24 – FY 2025/26 MHSA Three-Year Program and Expenditure Plan and as mandated by the 2018 Prevention and Early Intervention regulations, counties are required to have a specific project that addresses access and linkage to treatment. This MOU will establish the terms and conditions by which EDSO and HHSA shall collaborate and coordinate services to provide Psychiatric Emergency Response Team services (hereinafter referred to as PERT); and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws;

NOW, THEREFORE, HHSA and EDSO mutually agree as follows:

**ARTICLE I.
RESPONSIBILITIES:**

- A. EDSO agrees to:
1. Provide 1.0 Full Time Equivalent (FTE) Crisis Intervention trained Deputy Sheriff(s) and law enforcement vehicle for the purpose of responding to potential mental health crises in the community.
 2. Provide and/or arrange for the provision of all maintenance of EDSO law enforcement vehicle used for community-based crisis response services at no cost to HHSA.
 3. Provide funding for any overtime necessary to support the program, that is above the quarterly amount specified in Article III, "Fiscal," at no cost to HHSA.
 4. Provide Crisis Intervention Training annually to EDSO staff.
- B. HHSA agrees:
1. To provide funding to support the Deputy Sheriff as defined under Article III, "Fiscal".
 2. To provide at least 1.0 Full Time Equivalent (FTE) Mental Health Clinician to accompany EDSO for the purpose of field assessment, de-escalation of potential crisis situations, referrals for services, and/or other services as may be as appropriate ("PERT Staff"). BHD may provide an additional clinician(s), based on staff availability and justification of additional clinician(s).
 3. PERT Staff shall work with the individual(s) in crisis to create a safety plan that focuses on keeping the individual in their home community. When this cannot be accomplished, appropriate referrals will be made.
 4. To support Crisis Intervention training to EDSO staff annually.
- C. Mutual responsibilities:
1. EDSO and HHSA agree to provide services on a mutually agreeable schedule based upon current data to support the hours of service and location of services, including the number of crisis calls/assessments.
 2. Each agency agrees to provide a liaison to communicate comments or concerns regarding PERT. Designated liaisons are the EDSO PERT/CIT Sergeant, or successor and HHSA Manager of the HHSA Psychiatric Emergency Response Services team, or designee. Communications between HHSA and EDSO may be made in person, by telephone, or in writing.
 3. EDSO and HHSA agree to provide information to designated liaisons regarding work hours and planned or unplanned absences.
- D. Project Goals:
1. Raise awareness about mental health issues and community services available.
 2. Improve community health and wellness as a result of community-based PERT services.
 3. Community members will have increased community-based access to and linkage with medically necessary care and treatment.
- E. Reporting/Outcome Measures: To the extent such data is available; the following information will be reported quarterly:
1. PERT members shall report the number of individuals served, including demographic data, in accordance with Exhibit A, "PEI Demographics," incorporated herein and made by reference a part hereof.
 2. PERT shall report the number of referrals to treatment, including the kind of treatment to which the person was referred.

3. If known, HHSA shall report on the number of persons who followed through on the referral and engagement in treatment, defined as the number of individuals who participated at least once in the program to which the person was referred.
4. PERT shall report on the number of Welfare and Institutions Code section 5150 holds written at the time of contact by PERT members.
5. If known, HHSA shall report on the average duration of untreated mental illness for individuals who have not previously received treatment.
6. If known, HHSA shall report on the average interval between the referral and engagement in treatment, as defined as participating at least once in treatment to which referred.
7. EDSO and HHSA shall report on the implementation challenges, successes, lessons learned, and relevant examples.
8. EDSO will be notified by HHSA in writing of any additional reporting/outcome measure requirements to meet County, State and/or Federal reporting needs.

ARTICLE II.

TERM: This MOU shall become effective upon final execution by both parties hereto and shall cover the term of July 1, 2023 through June 30, 2026.

The parties shall have the option to extend the term for an additional one (1) year term after the initial expiration date through June 30, 2027, with the same terms/conditions contemplated in ARTICLE I, Responsibilities, or as amended.

The option to renew shall be subject to County Health and Human Services Agency (HHSA) Director approval. Upon approval by the HHSA Director, Contractor will be notified of the extension in writing, in accordance with the Article titled "Notice to Parties."

ARTICLE III.

FISCAL: Payment to EDSO for items defined herein below will be issued by journal entry on a quarterly basis, in advance of each quarter. Each quarterly payment shall be equal to twenty-five percent (25%) of the Annual Not-to-Exceed amount.

- A. Expenditures may also include training and/or purchase of equipment, technology, or other items required for the Deputy Sheriff to perform the scope of services identified herein.
- B. Timecards: Timecards shall be submitted as backup to each invoice.
- C. Journal Entry: The journal entry shall be the means of payment to EDSO. HHSA will forward the approved Journal Entry to the Auditor's Office within thirty (30) days of receipt and approval of itemized invoice and supporting documentation as outlined in Article III, A, herein.

Description	Fiscal Year	Annual Amount
Personnel, Fringe, Indirect, and Equipment	2023-24	\$180,000
Personnel, Fringe, Indirect, and Equipment	2024-25	\$180,000
Personnel, Fringe, Indirect, and Equipment	2025-26	\$180,000
Personnel, Fringe, Indirect, and Equipment	2026-27	\$180,000
Maximum Obligation:		\$720,000

Within thirty (30) days after the end of each quarter, EDSO shall submit to HHSa copies of all Deputy Sheriff timecards and associated backup that correspond to PERT services.

Based upon the quarterly documentation submitted from EDSO to HHSa, any funding provided in excess of the actual costs shall be subtracted from the next quarterly payment.

Said quarters shall be defined as ending September 30, December 31, March 31, and June 30. Further, for the purposes of this MOU, the Fiscal Year shall be defined as a continuous twelve-month period that shall begin July 1 of each calendar year and shall end the following June 30.

Timecards and other supporting documentation shall be submitted to:

County of El Dorado
 Health and Human Services Agency
 3057 Briw Road, Suite B
 Placerville, California 95667
 ATTN: Fiscal

or to such other location as County directs.

ARTICLE IV.

CHANGES TO AGREEMENT: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V.

ASSIGNMENT AND DELEGATION: EDSO is engaged by HHSa for its unique qualifications and skills as well as those of its personnel. EDSO shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VI.

FISCAL CONSIDERATIONS: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of

County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, HHSA shall give notice of cancellation of this agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this agreement shall be automatically terminated and HHSA released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE VII.

DEFAULT, TERMINATION, AND CANCELLATION:

Termination or Cancellation without Cause: Either party may terminate this Agreement in whole or in part upon ninety (90) calendar days written notice by County without cause. If such prior termination is effected, HHSA will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination, and for such other services, which HHSA may agree to in writing as necessary for contract resolution. In no event, however, shall HHSA be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, each party shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE VIII.

NOTICE TO PARTIES: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to HHSA shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

COUNTY OF EL DORADO
Health and Human Services Agency
Behavioral Health Division
768 Pleasant Valley Road, Suite 201
Diamond Springs, CA 95619
ATTN: MHSA Team

or to such other location as the HHSA directs.

Notices to EDSO shall be addressed as follows:

County of El Dorado
Sheriff's Office
200 Industrial Drive
Placerville, CA 95667
ATTN: Undersheriff Bryan Gomitz

or to such other location as EDSO directs.

ARTICLE IX.

CHANGE OF ADDRESS: In the event of a change in address for the parties' principal place of business, or Notices to Parties, the appropriate party shall notify the other party in writing pursuant to the provisions contained in this Agreement in Article VIII, "Notice to Parties". Said notice shall become part of this agreement upon acknowledgment in writing by the receiving County Contract Administrator, and no further amendment of the agreement shall be necessary provided that such change of address does not conflict with any other provisions of this agreement.

ARTICLE X.

INSURANCE: Both parties to this MOU are departments of the County and covered by County insurance.

ARTICLE XI.

ADMINISTRATOR: The County Officer or employee for HHSA with responsibility for administering this Agreement is Christianne Kernes, Deputy Director, Behavioral Health Division, or successor.

The County Officer or employee for EDSO with responsibility for administering this Agreement is Brian Gomitz, Undersheriff, or successor.

ARTICLE XII.

AUTHORIZED SIGNATURES: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XIII.

ELECTRONIC SIGNATURES: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any

electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XIV.

PARTIAL INVALIDITY: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XV.

VENUE: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XVI.

NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XVII.

COUNTERPARTS: This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

ARTICLE XVIII.

ENTIRE AGREEMENT: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____
Christianne Kernes
Deputy Director
Health and Human Services Agency

Dated: _____

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____

Bryan Gomitz
Undersheriff
El Dorado County Sheriff's Office

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Olivia Byron-Cooper
Interim Director
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Jeff Leikauf
Sheriff
El Dorado County Sheriff's Office