

## AGREEMENT BIBLIOGRAPHY

Agreement With:	Mind OC
Agreement Type:	To design, develop, and deploy a Mobile Crisis Response Program
Date Approved:	05 25 2021
Start Date:	05 25 2021
End Date:	12 31 2022
Contract Amount:	\$1,300,000
Comments	File No. 55 Community and Economic Dev
Insurance Expiration:	05 21 2022

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this 25<sup>th</sup> day of May 2021 by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **MIND OC**, a California nonprofit corporation, hereinafter referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove City Council approval on May 25, 2021.
2. CITY desires to utilize the services of CONTRACTOR to design, develop, and deploy a Mobile Crisis Response Program per Attachment "A".
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be from May 25, 2021 through December 31, 2022, unless sooner terminated as provided herein. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with CONTRACTOR's proposal which is attached as Attachment "A" and is hereby incorporated by reference. CONTRACTOR is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal attached as Attachment "A". The Proposal is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of **One Million Three Hundred Thousand Dollars** (\$1.3 million), payable in arrears and in accordance with proposal in Attachment A.
  - 3.2 **PAYMENT.** For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).

- 3.3 **Records of Expenses.** CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement for a minimum of five years. These records will be made available at reasonable times to CITY.
- 3.4 **Termination.** CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of Paragraph 3 would apply to that portion of the work completed.

**4. Insurance requirements.**

- 4.1 **COMMENCEMENT OF WORK.** CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 **WORKERS COMPENSATION INSURANCE.** During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 **INSURANCE AMOUNTS.** CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
  - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
  - (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-,Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/contractor shall obtain continuing insurance coverage for the prior acts or omissions of professional/contractor during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, its officers, officials,

employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

*If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount, which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.**
  - 8.1 CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant

to this Agreement constitutes public works subject to the prevailing wage requirements.

- 8.2 Compliance with Federal Requirements. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal laws and regulations, including, including, but not limited to, the following: Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507); CONTRACTOR is subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when CONTRACTOR spends \$750,000 or more in federal awards during their fiscal year; Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls; Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding CONTRACTOR monitoring and management; Fund payments are subject to Subpart F regarding audit requirements. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.
- 8.3 Program Fraud & False or Fraudulent Statements or Related Acts. CONTRACTOR and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any subcontractors pertaining to any matter resulting from a contract.
- 8.4 Debarment / Suspension and Voluntary Exclusion. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).

- 8.5 Access to Records. As required by 2 C.F.R. 200.331(a)(5), CITY, or any duly authorized representative of CITY, shall have the right of access to any records, documents, financial statements, papers, or other records of CONTRACTOR that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to CONTRACTOR under this Agreement. The right of access also includes timely and reasonable access to CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, but lasts as long as the records are retained.
- 8.6 Internal Controls. CONTRACTOR must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.
- 8.7 Personally Identifiable Information. CONTRACTOR must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.
- 8.8 Hatch Act. CONTRACTOR must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.
- 8.9 Conflicts of Interest. CONTRACTOR shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
9. **Notices**. All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

- a. (CONTRACTOR) Mind OC  
Attention: Marshall Moncrief, MFT, MBA  
18650 MacArthur Blvd., Suite 220  
Irvine, CA 92612
  
- b. (Address of City) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840  
Attention: City Manager

- 10. **Contractor's Proposal.** This Agreement shall include CONTRACTOR's proposal, which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
  
- 11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
  
- 12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from CITY.
  
- 13. **Time of the Essence.** Time is of the essence in the performance of this Agreement.
  
- 14. **Limitation Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
  
- 15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR's responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all 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 CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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(Agreement Signature Block on Next Page)



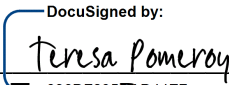
**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

CITY OF GARDEN GROVE

Date: 6/21/2021

By:   
Scott C. Stiles  
City Manager

ATTEST:


By:   
Teresa Pomeroy  
City Clerk

Date: 6/15/2021

MIND OC  
By:   
CEO Mind OC

By: \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

By:   
City Attorney

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a Partnership, Statement of Partnership must be submitted to CITY.

ATTACHMENT "A"  
CONTRACTOR'S PROPOSAL



**Be Well**  
ORANGE COUNTY



**Be Well Orange County  
Proposal for Mobile Crisis Response Team  
May 18, 2021**



May 18, 2021

City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840

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

To Whom It May Concern:

Be Well OC is honored to provide this proposal to partner with the City of Garden Grove and to support the courageous work of the Garden Grove 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. I am personally honored to submit this proposal. 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 Garden Grove, and in tandem with a similar effort in Garden Grove, Be Well can improve outcomes and community satisfaction, lower overall costs to the community, and relieve law enforcement from time-consuming distractions that hinder their intended function. The CAHOOTS model was developed around a 2-person mobile team, 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 Garden Grove 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 blue ink, appearing to read "Marshall Moncrief".

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



## Executive Summary

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

The CAHOOTS model is an integrated public healthcare model made available for a broad range of problems, including mental health crises, intoxication, minor 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 Garden Grove data, a fully operational CAHOOTS model would divert 14,500 calls annually.**

This model does not duplicate services. In addition to supporting police, fire and EMS, the model also works as a complement to the County's 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 Garden Grove, Be Well will develop and implement a service that supports the residents, first responders, healthcare workers, social service professionals and the entire community.

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





## Proposal: Garden Grove Mobile Crisis Response Team

### Summary Costs – One 18-hour Unit with Case Management Support

Annual Personnel Budget	1,043,460
Non Personnel Operational Costs	85,000
<b>Annual Costs</b>	<b>1,128,460</b>
One Time Start-Up Costs	178,000
<b>First Year Total Costs</b>	<b>1,306,460</b>

This budget depicts the necessary costs to staff and operate an 18-hour, 7 day/week mobile crisis team. Year one operations will reveal cost-sharing opportunities across partner cities.

### Detailed Costs - One 18-hour Unit with Case Management Support

Personnel Costs	FTE	Hourly Rate	Benefits (@25%)	Annual Total
Crisis Intervention Workers	3.5	30.00	54,600	273,000
Mobile Crisis Medics (EMT-B, AEMT, EMT-P, or RN)	3.5	30.00	54,600	273,000
Clinical Director (Licensed Clinician)* <i>(see notes below)</i>	1	60.00	31,200	156,000
Medic Supervisor (EMT-P or RN)* <i>(see notes below)</i>	1	45.00	23,400	117,000
Case Manager	1	25.00	13,000	65,000
Administrative Assistant/Data Input* <i>(see notes below)</i>	0.5	22.00	5,720	28,600
Medical Director* <i>(see notes below)</i>	N/A	N/A	N/A	36,000
<b>Annual Staffing Subtotal</b>	<b>10.5</b>		<b>182,520</b>	<b>948,600</b>
<i>Indirect on Staffing (@10%)</i>				<i>94,860</i>
<b>Annual Staffing Total</b>				<b>1,043,460</b>
<b>Non Personnel Operational Costs</b>				<b>Annual Total</b>
Office Space				-
Phones, Emails, etc.				-
Misc. Costs (Medical and Office Supplies, Uniforms, CE)				45,000
Van Insurance, Fuel*, Upkeep* <i>(see notes below)</i>				40,000
<b>Non Personnel Operational Costs Total</b>				<b>85,000</b>
<b>Ongoing Annual Total</b>				<b>1,128,460</b>
<b>One Time Start-Up Costs</b>				<b>Total</b>
Vans* <i>(see notes below)</i>				120,000
Medical Supplies				40,000
Uniforms, Computers, Phones				18,000
<b>One Time Start-Up Costs Total</b>				<b>178,000</b>

#### NOTES Regarding Detailed Costs

- The city will own the van purchased through start-up costs identified above. Mind OC will fuel and maintain. Mind OC also has a back-up van available during routine maintenance and repair of the city-owned van. City-owned van returns to the city on termination of contract.
- Staff noted with asterisks are considered fixed expense. These costs can be shared with partner cities.



# Proposed Approach to Mobile Crisis Response Team in Garden Grove

## Understanding

Based on the information provided by the GGPD, there are approximately 14,500 calls for services (CFS) related to mental illness, substance use, and homeless services each year. GGPD report that these calls make up approximately 21% 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 Garden Grove given that it has a nearly identical population, albeit with a dramatically larger homeless population (2019 Point in Time Count for Eugene identified 2,165 individuals vs. 225 in Garden Grove).

Beyond the sheer number of calls, the needed response can be very time-consuming, hindering availability of first responders from more pressing, high-risk community needs. Reducing calls and the time spent on calls handled by emergency services will improve response times to community needs and optimize availability of law enforcement, EMS, and other front line community services. Additionally, the model saves fuel on non-emergency 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 Garden Grove will help the City achieve enhanced outcomes and free up the Police Department's resources and capacity.

For more information on the CAHOOTS model, please see "CAHOOTS: A Model for Prehospital Mental Health Crisis Intervention" in the January 29, 2021 edition of Psychiatric Times, available at:

<https://www.psychiatrictimes.com/view/cahoots-model-prehospital-metal-health-crisis-intervention>

## Staffing Approach

Leadership of this team will use a co-manager model that leverages the 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 it positions the program management team to also respond to calls during regular business hours. For example, the leadership team would be positioned to assist the police with a barricaded, suicidal subject without interrupting the response time of the mobile crisis teams on duty.

Further, it is important that the demographics of the team reflect the community served. The city of Garden Grove has a proud history of being a multi-cultural, multi-lingual community. Every effort will be made to ensure the multidisciplinary roles of this team reflect representation of the Vietnamese, Korean, Latin X, and other important communities and stakeholder groups within Garden Grove.

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 Specialist	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 team into the City's police response systems, with GGPD dispatch staff trained to triage, and when appropriate divert certain calls for service to the mobile crisis response team. Such calls are carefully screened to exclude those involving violence, weapons, threats and any other situation where the presence of a uniformed police officer would be needed.
- The mobile teams handle non-emergency calls due to mental illness, substance use, homelessness, and related medical conditions.
- Staff of experienced professionals (crisis intervention specialists 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 community needs involving mental illness, substance use, homelessness, and/or related medical challenges. While people in need may at times be struggling with homelessness, the team services all residents.
- The service team functions as an essential support to the Police Department and emergency services, relieving first responders of the often time-intensive mental health and social service-related calls.
- Specialized response vehicles and transportation for individuals in need to appropriate care facilities, such as shelters, mental health crisis units, 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.
- Development of a data dashboard in collaboration with the city to ensure transparency and continuous quality improvement.

### Ramp Up Approach

Establishing 18 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 Milestones for 18-month pilot	Timing
Contract signed	Day 1
Program Managers hired; vehicles ordered; regular meetings with GGPD and OCFA - GG	Month 1
Day shift employees hired; vehicle retrofit begins; GG specific policies and procedures developed	Month 2
Staff training begins; training of dispatch and patrol on how to utilize service	Month 3
Van retrofit completed; 7-day, 12 hours/day service begins	Month 4
Swing shift employees hired and begin training	Months 5-6
7-day, 18 hours/day service begins	Month 7-18

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

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



## 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:

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

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



After Modification >



- 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 Garden Grove 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 Garden Grove 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.





Action  
Care  
Understanding  
Optimism  
Support  
Heart  
Connection  
Belonging

**Hope** HAPPENS HERE.

Calm  
Comfort  
Peace  
Intention  
Trust  
Love  
Family



MINDOC-001

DTORRE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> License # 0757776 Newport Beach, CA - HUB International Insurance Services Inc. 4695 MacArthur Court Suite 600 Newport Beach, CA 92660	<b>CONTACT NAME:</b> Diana DeLaTorre <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> diana.delatorre@hubinternational.com
<b>INSURED</b> MindOC 18650 MacArthur Blvd. Ste 220 Irvine, CA 92612	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Landmark American Insurance Company 33138 <b>INSURER B :</b> Allmerica Financial Benefit Insurance Company 41840 <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>General Liability</b> <input checked="" type="checkbox"/> <b>Prof. Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		LHC843148	5/21/2021	5/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 <b>Prof Liab Agg.</b> \$ Included
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		AW3 H572781 00	4/15/2021	2/4/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			Reviewed and approved as to insurance language and/or requirements.			EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<i>Frank Smaux</i> <b>Risk Management</b> 6/9/2021			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Garden Grove, a municipal corporation, its officers, employees, agents and volunteers are Additional Insured on a Primary and Non Contributory basis as per General Liability and Automobile Liability when required by written contract as per forms attached.

<b>CERTIFICATE HOLDER</b> City of Garden Grove 11222 Acacia Parkway Attn: City Manager Garden Grove, CA 92840	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
05/28/2021

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<b>PRODUCER</b> License #0K84820  KTimeHR Insurance Services, Inc. 17872 Cowan Irvine, CA 92614	<b>CONTACT NAME:</b> Murphy Megonigal	
	<b>PHONE (A/C, No, Ext):</b> (949) 331-1187	<b>FAX (A/C, No):</b> (949) 756-5015
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Employers Preferred Ins. Co.	A-1, XII	31283
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	EIG2883779-01	07/29/2020	07/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Reviewed and approved as to insurance language and requirements.  
  
 Risk Management  
 6/19/21

<b>CERTIFICATE HOLDER</b>  City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2021

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<b>PRODUCER</b> License # 0757776 Newport Beach, CA - HUB International Insurance Services Inc. 4695 MacArthur Court Suite 600 Newport Beach, CA 92660	<b>CONTACT NAME:</b> Diana DeLaTorre <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> diana.delatorre@hubinternational.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Landmark American Insurance Company <b>INSURER B:</b> Allmerica Financial Benefit Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b>  <b>MindOC</b> 18650 MacArthur Blvd. Ste 220 Irvine, CA 92612	<b>NAIC #</b> 33138 41840

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<b>X</b>		<b>AW3 H572781 00</b>	<b>4/15/2021</b>	<b>2/4/2022</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
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## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Garden Grove</b> 11222 Acacia Parkway Attn: City Manager Garden Grove, CA 92840	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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*This Endorsement Changes The Policy. Please Read It Carefully*

This endorsement modifies insurance provided under the following:

**Medical Professional Liability Coverage Part Claims Made and Reported Basis - Broad Commercial General Liability Coverage Form - Occurrence**

It is agreed that **Endorsement No. 18** is amended to read as follows:

In consideration of an additional premium of \$350.00, it is agreed that the following is added to the policy:

**ADDITIONAL INSURED ENDORSEMENT WITH PRIMARY/  
NONCONTRIBUTORY WORDING**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

SCHEDULE

**Name of Person or Organization:**

City of Garden Grove, a municipal corporation, its officers, employees, agents and volunteers  
11222 Acacia Parkway  
Attn: City Manager  
Garden Grove, CA 92840

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown on the SCHEDULE, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insured, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

All other terms, conditions and warranties remaining unchanged.

This endorsement effective 05/28/2021

forms part of Policy Number LHC843148

issued to MINDOC

by: Landmark American Insurance Company

Endorsement No.: 19

Date Processed : 06/09/2021



2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured listed in the SCHEDULE above provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms, conditions and warranties remaining unchanged.

This endorsement effective 05/28/2021  
forms part of Policy Number LHC843148  
issued to MINDOC

by: Landmark American Insurance Company

Endorsement No.: 19

Date Processed : 06/09/2021



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

### **SCHEDULE**

<p><b>Name of Person(s) or Organization(s):</b> 11222 ACACIA MANAGER ATTN : CITY MANAGER GARDEN GROVE, CA 92840</p>
---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE PART

**A. The following is added to SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:**

**Additional Insured if Required by Contract**

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

**B. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:**

**Primary and Non-Contributory**

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
  - (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
  - (3) When the additional "insured" is also an additional "insured" under another liability policy.
- C. This endorsement will apply only if the "accident" occurs:**
1. During the policy period;
  2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
  3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".
- D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.