

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SAN MATEO AND
THE COUNTY OF SAN MATEO FOR THE PROVISION OF
THE COMMUNITY WELLNESS CRISIS RESPONSE TEAM (CWCRT)**

The purpose of this Agreement is to set forth the agreement between the County of San Mateo (County), acting through the Behavioral Health and Recovery Services (BHRS) of San Mateo County Health, and the City of San Mateo (City) to provide the Community Wellness and Crisis Response Team (CWCRT) program to improve City and County response to community members experiencing mental health crisis.

This Agreement sets forth the terms and conditions between the County/BHRS and the City, collectively referred to as the Parties, for the provision of behavioral health mobile crisis response services for one fiscal year, FY 2024 through 2025.

The Parties agree to the following:

1. Background Information

On January 12, 2020, the San Mateo County Board of Supervisors adopted Resolution No. R077937 which approved the CWCRT Pilot Program, a partnership among four City Police Departments (Daly City, South San Francisco, San Mateo, and Redwood City) and the County, to embed in each of those cities' police departments one mental health clinician to provide a crisis co-response to crisis calls involving mental health issues. The County provided the mental health clinicians for the CWCRTs via a contract provider agency, for the pilot period, December 2021 through June 2024.

The Pilot Program, launched on December 6, 2021, was designed as a law enforcement co-responder mobile crisis model, based on best practice models in other jurisdictions. The CWCRT enhances City and County response to incidents involving individuals experiencing mental health crises, by supplementing that response with the engagement of a mental health clinician assigned to work with each partner police department. The CWCRT clinicians contracted by BHRS assist in the first response by providing early intervention, crisis de-escalation, 5150 evaluation, involuntary hold, and referrals to therapeutic hospitalizations, and guidance to support services for individuals in mental health crisis. BHRS provides ongoing clinical training opportunities,

consultation, and oversight on the crisis response work, technical and infrastructure support, and contract monitoring responsibilities.

The CWCRT Pilot Program has demonstrated reduction in psychiatric emergency services (PES) admission and improved linkage connection to needed on-going treatment services for the community members in crisis, as reported by John W. Gardner Center for Youth and Their Communities of the Stanford University Graduate School of Education (Gardner Center), based on their evaluation study examining the interventions and assessment methods utilized by the CWCRT participant cities in supporting the population served through the CWCRT program during the pilot period.

The current Agreement will cover another fiscal year of the CWCRT Program at the San Mateo Police Department. The City will add one full-time licensed mental health clinician to provide the first response mental health crisis services as described above, with the clinician to be directly employed by the City. Prior to the employment of the mental health clinician directly by the City, one clinician will be provided by StarVista, through a contract between the County and StarVista. The terms involving StarVista in this Agreement are only in effect for the period during which the City is provided with the StarVista clinician. Otherwise, the Agreement will address the roles and responsibilities between the City and the County.

2. Purpose or Scope of Work

The City enters into this Agreement with the County to enhance its response to community members in mental health crisis. In the event of a suspected mental health crisis within a community, once informed, the mental health clinician will respond to the scene together with the City law enforcement officer, exercising their independent judgment and expertise and in collaboration with the officer. The goal of the immediate co-response will be to de-escalate the crisis and to support the safety of the individual in crisis, those around the individual, and all responding to the incident. The mental health clinician will then assess the person suspected to be in mental health crisis (“the client”), determine the best course of action (e.g., temporary mandatory placement in a medical facility for psychiatric evaluation and treatment under Section 5150 of the Welfare and Institutions Code, referral for treatment, etc.) and provide needed follow-up support and linkages to further stabilize the crisis and prevent future similar crises from happening again. One of the goals of the CWCRT program is that clients in mental health crisis contacting and interacting with

law enforcement receive early intervention and guidance toward appropriate health services. The mental health clinicians will be trained in the range of available mental health resources both within BHRS and in the community, and together, the law enforcement/mental health clinician response team will decide on the best course of action and/or resources or program for the client.

The County of San Mateo derives direct benefit from the implementation of this Agreement, by way of, for example, increasing its ability to directly respond to community members in mental health crisis; providing crisis response services ~~to County clients~~; enhancing response time for those in need of mental health services and resources; and creating a broader and more effective continuum of care that results in a decrease in justice system contacts.

To achieve a healthy and integrated community, this Agreement represents a partnership between the City and the County to jointly exercise their common powers to enhance community linkages and help stabilize and improve the health and well-being of persons experiencing mental health crisis. Important outcomes include, but are not limited to, residential stability, improved mental health and connection to needed services and treatment, reduced use of acute and emergency services, and reduced contact with the criminal justice system.

3. Relationship of the Parties

The Parties acknowledge and agree that the services performed under this Agreement by the licensed mental health clinician shall be conducted by a California-licensed clinical professional (e.g., licensed social worker, licensed marriage and family therapist, licensed psychologist), and be employed by the City. The California-licensed clinician will be a qualified independent behavioral health professional, competent of appropriate and sound clinical judgment and decision-making in interacting with behavioral health clients, their family members, and community. In addition, their professional conduct and clinical judgment in delivering behavioral health crisis and clinical services in California are governed by their License Board.

The Parties acknowledge and agree that prior to the City hiring its own licensed clinician, the services performed under this agreement by the mental health clinician may be conducted by an independent contractor under a separate Agreement between BHRS and StarVista, the “StarVista clinician”. The StarVista clinician is part of the StarVista workforce and remains an employee of StarVista while providing services under specific terms of an agreement with

BHRS, and at no time shall the StarVista clinician be deemed an employee of the City, the County or BHRS. Neither the County of San Mateo nor the StarVista clinician acquire any of the rights, privileges, powers, or advantages of the employees of the City.

4. Mutual Responsibilities of the Parties

4.1 The Parties agree to adopt and modify, as needed, policies and procedures that have been developed by the Parties during the Pilot phase of the CWCRT Program regarding, but not limited to, scope of work, necessary training, client grievance process, documentation requirement, and handling and disposition of data generated by the CWCRT Program. The policies and procedures will reflect the Parties' mutual understanding that the City-employed clinician is City employee and professional who exercises independent clinical judgment and expertise in the performance of their scope of work complying with all of the County's requirements related to crisis mental health services, applicable laws and ethics, and the required documentation and reporting procedures under the BHRS Documentation Guidelines.

4.2 The Parties will participate, as needed, in efforts to obtain and analyze data to document the effectiveness of the Program in reaching the anticipated goals listed under Section 7 of this Agreement, while protecting and respecting individuals' confidentiality and privacy rights per HIPAA requirements.

4.3 The Parties will participate in all the collaborative trainings when appropriate and follow the developed program strategies and protocol of the response team, in a manner that respects the dignity and diversity of community members.

5. Responsibilities of the City

5.1 The City shall be responsible for each of the following:

- Recruit, hire, and employ license-appropriate clinician for the Program, and hold all applicable administrative oversight of the work of the clinician.
- Ensure the mental health clinician documents, maintains, and reports client level data as requested by BHRS.
- Ensure the licensed mental health clinician possesses and maintains a valid license to engage in the practice of crisis and therapeutic services in the State of California (LCSW, or LMFT, or Licensed Psychologist).

- Ensure the mental health clinician adheres to and delivers all tasks and responsibilities listed in Section 5.2 of this Agreement.
- Ensure the mental health clinician passes the required BHRS certification test to become 5150-certified and take all required training to keep up with laws and ethics related to provision of crisis services.
- Participate in meetings with BHRS, and as needed with other Cities and other CWCRT clinicians, for progress status, data collection, outcomes evaluation, coordination, and program development.
- Timely bring to the attention of the County if/when issues or concerns related to the legal, ethical, and clinical practices of the clinician emerge.

5.2 The mental health clinician is an employee of the City or contracted professional of StarVista via a contract with BHRS, who exercises independent clinical judgment and expertise in the performance of their scope of work, complying with all of the County's requirements related to crisis mental health services, applicable laws and ethics, and the required documentation and reporting procedures under the BHRS Documentation Guidelines. The mental health clinician's clinical duties include, but are not limited to the following:

- A. Perform initial diagnostic evaluation during a crisis, noting behavioral symptoms which may indicate organic and/or mental disorders in children, youth, or adults.
- B. Determine whether individuals meet criteria for a W&I 5150 or W&I 5585 and follow appropriate procedures.
- C. Perform suicidal/homicidal/Grave Disability risk assessments.
- D. Provide Crisis Intervention and Crisis De-escalation.
- E. Determine other appropriate resources to connect individuals to for needed services or treatment.
- F. Provide follow-up counseling, engagement support and case management linkage to refer clients to, as appropriate, within BHRS or in the community.
- G. Work closely with different communities including, but not limited to, law enforcement, behavioral health providers, outpatient clinics, BHRS-contracted agencies.
- H. Participate in monthly San Mateo County Field Crisis Consultation Committee (FCCC) meeting.
- I. Conduct home visits and/or field-based services, for crisis response and/or follow-up stabilization support.
- J. Collect and evaluate medical or psychosocial data such as case histories, behavior patterns and family relationships of

- patients/clients as requested.
- K. Work as a psychiatric team member with other treatment disciplines for the purpose of crisis safety planning and/or prevention of recidivism.
 - L. Utilize Trauma Informed Care and other Evidence-based practices.
 - M. Provide consultation and education services to law enforcement colleagues, family members, and the community, as indicated.
 - N. Document all crisis response, crisis-related engagement, follow up services, and related administrative tasks in Avatar, electronic health record system (EHR) of BHRS and on shared Crisis Log spreadsheet.

6. Responsibilities of the County

BHRS shall be responsible for each of the following:

- Ensure required onboarding documentation and orientation, needed 5150 certification training, BHRS and community mental health/substance use services and resources training, clinical and technical consult, and periodic training related to crisis response, crisis de-escalation, crisis assessment, 5150 involuntary hold, laws and ethics are arranged for or provided.
- Provide the clinician with County laptop and needed applications and technical support to address related technical issues as they may arise in the use and maintenance of this equipment.
- Provide Avatar electronic health record log-in for the purpose of client look-up and documentation of billable and nonbillable mental health services.
- Hold meetings with the City for the purpose of contract monitoring, quality assurance, clinical consult, and clinical adherence.
- Ensure the City-employed clinician follows and is in compliance with all legal and clinical requirements related to the contract with the County and the crisis work performed by the clinician.
- Provide the City with County car to use for CWCRT related businesses.

7. Goals of the San Mateo CWCRT Program

Goals of the San Mateo CWCRT Program are:

Goal 1: Law enforcement staff and the mental health clinician will respond together to active crisis situations in San Mateo where mental health crisis is a factor.

Goal 2: Improve outcomes for individuals experiencing a crisis due to mental illness or suspected mental illness.

Goal 3: Increase access to appropriate behavioral health resources, services, and treatment within the County behavioral health system of care.

Goal 4: Increase knowledge of mental health conditions and effective intervention strategies among law enforcement personnel.

Goal 5: Law enforcement will strengthen relationships with service providers and community.

The Parties agree to meet and confer periodically to assess and revise program goals, and to add new program goals, as appropriate.

8. Special Terms and Conditions

8.1 Coordination and Oversight

The assigned BHRS Clinical Services Manager will be responsible for the oversight of this Agreement, and coordinate with the City regularly and on an ongoing basis, as needed.

The Chief of the San Mateo Police Department, or their designee, will participate in the quarterly oversight CWCRT Advisory meetings, in the Working Group meetings, and BHRS contract monitoring meetings as needed to monitor the progress towards the City's objectives, review any operational issues that have arisen, and identify items for ongoing work plan as needed.

8.2 Conflict Resolution

In the event of disagreements or conflicts between the Parties to this Agreement, the disagreement or conflict will be addressed and resolved during the regular contract monitoring meeting between BHRS and the City. In the event consultation at that level does not resolve the disagreement or conflict, then the Chief of Police or their designee, BHRS Clinical Services Manager, and BHRS' Deputy Director of Adult and Older Adult Services shall meet and confer and attempt to resolve the matter. Finally, in the event the disagreement or conflict remains, the BHRS Director (or designee) and the Chief shall meet and confer.

If the disagreement or conflict pertains to the performance of the assigned StarVista clinician, the disagreement or conflict will be referred initially and in writing to the assigned StarVista Program Manager/Assistant Director and the BHRS Clinical Services Manager. In the event consultation at that level does not resolve the disagreement or conflict, above-noted meet-and-confer steps shall be followed. Finally, in the event the disagreement or conflict remains,

StarVista shall remove the assigned mental health clinician and exercise reasonable diligence to identify and provide a qualified replacement. These conflict resolution steps will be clearly detailed in the BHRS-Star Vista Contract.

8.3 Records and Confidentiality

Records created by the mental health clinician employed by the City under the San Mateo CWCRT program and maintained in the County system (Avatar) shall be considered the County's records, free from the control and direction of the City. Such records will be subject to all federal, state, and local laws and regulations regarding the protection of client/patient privacy and confidentiality.

Records created by the mental health clinician employed by the City under the San Mateo CWCRT program and maintained by the City in a City-owned database shall be considered the City's records, free from the control and direction of the County.

The Parties agree that the mental health clinician must adhere to the privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). BHRS will train the clinician on federal, state, and local policies and procedures with respect to the confidentiality and use or disclosure of protected health information of clients as necessary and appropriate for the clinicians to carry out their functions. BHRS will provide the clinician with the appropriate Health System policies and procedures, which are subject to change from time to time.

The County reserves the right to take appropriate action for violation of its policies, and such action may include the immediate termination of this Agreement with the City or strong recommendation of the immediate termination of the specific clinician who violates Federal, State, or local law and policy.

BHRS shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except that the records of the persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (BHRS is allowed to maintain records for a longer period if required by other regulations or licenses).

9. Hold Harmless and Indemnification

9.1. The County shall defend, hold harmless, and indemnify the City from and against any and all claims, suits, or actions of every name, kind, and description which result from the acts or omissions of the County's representatives for services provided under this Agreement.

9.2. The City shall defend, save harmless, and indemnify the County and its employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description which result from the acts or omissions of the City and/or its respective mental health clinicians, officers, employees, agents, contractors, subcontractors, and servants.

9.3. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9.4. In the event of concurrent negligence (or intentional/reckless acts) of the City and/or its respective officers and employees, on the one hand, and the County and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

10. Term and Termination

10.1 Term

This Agreement shall be effective immediately upon signature by each of the Parties pending the hiring of the mental health clinician by the City. The term of the Agreement shall end in one fiscal year on June 30, 2025.

10.2 Amendment/Modification Process

All subsequent modifications or amendments to this Agreement shall be in writing and signed by each of the Parties hereto before they will be effective.

10.3 Termination

Subject to the Parties' understanding as to the term of this Agreement, detailed in Section 10.1, each Party agrees to remain a party to this Agreement the entire duration of the term, subject only to termination for cause.

Cause for termination of this Agreement will include only a material breach by another Party or impossibility of performance. Prior to termination for cause, the terminating party must give the other party 30 days written notice of the alleged material breach and notice of an opportunity to cure such breach during the notice period.

11. Funding/Financial Responsibilities

11.1 Personnel Cost

Personnel costs for the full-time clinicians are 100% covered by the City.

For all times when the City is provided a StarVista mental health clinician, the City will cover one hundred percent (100%) of the fully weighted salary and benefit costs of the StarVista mental health clinician. Total budgeted fully weighted salary and benefits for one full time mental health clinician by StarVista for FY 23-24 is \$176,737.00 plus COLA annually, and the amount invoiced will be pro-rated to reflect the time the City is provided a Star Vista Mental Health Clinician.

BHRS shall pay to StarVista the costs of salary and benefits of the StarVista clinician, as invoices come due. The City shall reimburse the County for one hundred percent (100%) of these salary and benefit costs of the clinician on a bi-annual basis, upon invoice by the County. BHRS Fiscal will invoice the City Fiscal directly every six months; reimbursement from the City is expected within twenty (20) business days. The City shall provide the contact information of its Fiscal to BHRS at the time of signing this Agreement.

Personnel costs for the training, clinical consult, and technical support from the County are 100% covered by BHRS.

11.2 Auto, Equipment, and Supplies Costs

The costs for the County car and county laptop with all required applications and software licenses needed for the clinical documentation by the City-employed clinician are 100% covered by BHRS.

The cost of expenses related to the county car, including car insurance, maintenance, and gasoline, totaling approximately \$3,700 per year per car are 100% covered by the City. BHRS Fiscal shall invoice the City on a bi-annual

basis; reimbursement from the City is expected within twenty (20) business days.

11.3 Operations, Administration, and Supplies Costs when the City is provided with a StarVista clinician

The City shall cover 100% of the Operating Costs, Administrative Costs, and Supplies Costs incurred by StarVista for the clinician throughout the term of this Agreement. This includes all Operating and Administrative Costs associated with the placement of a StarVista mental health clinician in the City CWCRT program, total of which is expected to be \$68,995 annually, and the amount invoiced will be pro-rated to reflect the time the City is provided a Star Vista Mental Health Clinician. Invoicing for these administrative costs will be identical to that described in Section 11.1.

12. Contact Information

The following is contact information of the persons responsible from each party/entity for the completion and maintenance of this Agreement:

12.1 Party A (County of San Mateo) Information

Name: Mike Callagy

Address: 500 County Center Redwood City, CA 94063

Contact number: (650)363-4129

Email: Mcallagy@smcgov.org

11.2 Party B (BHRS) Information

Name: Jei Africa

Address: 2000 Alameda De Las Pulgas San Mateo, CA 94403

Contact number: (650) 612-2155

Email: Jafrika@smcgov.org

11.3 Party C (San Mateo) Information

Name: Matt Lethin

Address: 200 Franklin Parkway San Mateo, CA 94403

Contact number: (650) 522-7663

Email: mlethin@cityofsanmateo.org

Effective Date and Signatures:

This Agreement shall be effective upon the signature of all parties authorized officials. All Parties indicate agreement with this Agreement by their signatures.

Signatures and dates:

Mike Callagy
County of San Mateo

Date

Signed by:

Dr. Jei Africa

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Jei Africa

BHRS

09/25/2024

Date

Chief
City of San Mateo

Date