

**AGREEMENT BETWEEN
THE CITY OF SOUTH SAN
FRANCISCO AND
THE COUNTY OF SAN MATEO FOR THE PROVISION OF
COMMUNITY WELLNESS CRISIS RESPONSE TEAM
(CWCRT)
UNDER JUSTICE ASSISTANCE GRANT (JAG)**

This Agreement between the City of South San Francisco and the County of San Mateo (hereinafter referred to as the “Agreement”) is made and entered into on this ____ day of October 2025 (the “Effective Date”) by and between the County of San Mateo (“County”) and the City of South San Francisco (“City”). City and County are collectively referred to herein as the “Parties”.

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

The Parties agree to the following:

1. Attachments

Attachment I - HIPAA Requirements

Attachment II – County Driving Policy & Safe Driver Program

Attachment III – County’s JAG Contract Agreement with BSCC (all terms and expectations of the State’s Agreement apply to this Agreement as a ‘sub-contract’ to JAG Agreement)

2. 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, StarVista, for the pilot period, December 2021 through June 2024.

The CWCRT enhances City and County responses 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 clinician assists in the first response by providing early intervention, crisis de-escalation, 5150 evaluation, involuntary hold and referrals to therapeutic hospitalizations, and follow-up case management linkages to support services for individuals in mental health crises. BHRS provides ongoing clinical training opportunities, consultation, oversight on the crisis response work, technical and infrastructure support, and contract monitoring responsibilities.

This Agreement will cover FY25/26 of the CWCRT Program at South San Francisco Police Department with the City directly contracting/employing one full-time licensed mental health clinician to provide the first response mental health crisis services as described above. This Agreement will address the roles and responsibilities between the City and the County.

3. Purpose or Scope of Work

The City enters into this Agreement with the County to enhance its response to community members in mental health crises. In the event of a suspected mental health crisis within the South San Francisco community, once informed, the City-contracted/employed mental health clinician will respond to the scene together with the city law enforcement officer(s), exercising their independent judgment and expertise while 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.

Another goal of the CWCRT program is that clients in mental health crisis contacting and interacting with law enforcement receive early intervention and guidance toward appropriate behavioral health services, i.e., mental health and substance use supports. The mental health clinician who has been trained in the range of available behavioral health resources both within BHRS and in the community, in collaboration with the law enforcement/mental health clinician response teams will decide on the best course of action and/or resources or program for the client.

The County 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 Medi-Cal reimbursable services; enhancing response time for those in need of behavioral 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 crises. 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.

4. 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 contracted 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 City shall provide the administrative and contractual/employment oversight of the mental health clinician and their contract with the City. The scope of work for the City-contracted/employed mental health clinician will reflect the required scope of work stated in the JAG Agreement that the County has with the State (see below Section 5 and Attachment III, incorporated by reference herein). The mental health clinician is part of the City's contractor/employment workforce providing services under the specific terms of this Agreement with the County, and at no time shall be deemed an employee of the County.

5. Mutual Responsibilities of the Parties

- 5.1 The Parties agree to adopt and modify, as needed, policies and procedures that have been developed 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 mental health clinician. The policies and procedures will reflect the Parties' mutual understanding that the City-contracted mental health 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, follow-up clinical support to stabilize CWCRT clients, required documentation and reporting procedures, record storage and releases, ethics and professional conduct expected of a mental health clinician as governed by their License Board, applicable Welfare & Institution Codes including but not limited to HIPAA policies, State Medi-Cal requirements related to mental health and crisis response service delivery, and BHRS Documentation Guidelines.

5.2 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 and objectives listed under Section 7 of this Agreement and as required by the JAG Grant, while protecting and respecting individuals' confidentiality and privacy rights per HIPAA requirements.

5.3 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.

6. Responsibilities of the City

6.1 The City shall be responsible for the following:

- Contract/Employ a license-appropriate clinician for the Program and hold all applicable administrative oversight of the work of the South San Francisco CWCRT clinician.
- Ensure the licensed or license-eligible 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, LMFT, or Licensed Psychologist). Otherwise, ensure the license-eligible clinician receives weekly clinical supervision from a licensed professional (LCSW, LMFT, or Licensed Psychologist) who is accredited by their

respective Licensing Board to practice and supervise in the State of California.

- Ensure the licensed or license-eligible mental health clinician adheres to and delivers all tasks and responsibilities listed in Section 6.2 of this Agreement.
- Ensure the licensed or license-eligible mental health clinician passes the required BHRS certification test to become 5150-certified and takes all required training to keep up with laws and ethics related to provision of crisis services whenever requested of them.
- Participate in meetings with BHRS 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 contracted clinician emerge.

6.2 The City shall ensure that their City-contracted licensed or license-eligible mental health clinician complies 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 clinician's 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 placement on a W&I 5150 or W&I 5585 hold and follow appropriate procedures.
- C. Perform suicidal/homicidal/Grave Disability risk assessments.
- D. Provide Crisis Intervention and Crisis De-escalation.
- E. Determine other resources appropriate to connect individuals to needed services or treatment.
- F. Provide follow-up counseling, engagement support and case management linkage to refer clients to appropriate resources within BHRS or in the community.
- G. Work closely with different communities including, but not limited to, law enforcement, behavioral health providers, outpatient clinics, and BHRS-contracted agencies to provide quality crisis care.
- H. Conduct home visits and/or field-based services, for crisis response and follow-up stabilization support.
- I. Participate in monthly San Mateo County Field Crisis

- Consultation Committee (FCCC) meetings.
- 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 or treatment providers of BHRS or BHRS-contracted agencies, for 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 which is the electronic health record system (EHR) of BHRS, and the Crisis Log spreadsheet.
 - O. Obtain insurance information from their crisis clients and enter/upload such information into Avatar for care coordination and billing purposes.
 - P. As a HIPAA protected record, 5150 applications completed by the clinician shall be uploaded onto Avatar timely and be incorporated as a part of the client's clinical record.
 - Q. Adhere to HIPAA Requirements (Attachment I) and the County Driving Policy and the Safe Driver Program (Attachment II), as well as coordinate with BHRS and/or Department of Public Works regularly for maintenance needs of the provided county vehicle.

7. Responsibilities of the County

7.1 BHRS shall be responsible for the following:

- Ensure needed 5150 certification training; BHRS and community mental health/substance use services and resources training; clinical and technical consult; periodic training related to crisis response, crisis de-escalation, crisis assessment, 5150 involuntary hold, and laws and ethics, arranged for or provided to the mental health clinician.
- Provide the mental health 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.
- Provide County car and coordinate regular maintenance needs

with Department of Public Works and the City.

- Hold meetings with the mental health clinician and/or the City for purposes of contract monitoring as applicable, quality assurance, clinical consult, and clinical adherence.

8. Goals of the CWCRT Program

8.1 Goals of the CWCRT Program are:

- Goal 1: Law enforcement staff and the mental health clinician will respond together to active crisis situations in South San Francisco 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.

9. Special Terms and Conditions

9.1 Coordination and Oversight

The assigned BHRS Clinical Services Manager will be responsible for the oversight of this Agreement, the implementation and accomplishment of the JAG Grant deliverables, and will communicate with the City regularly on an ongoing basis for coordination of the JAG activities and enlisting of needed data for Grant's reporting purpose.

The Chief of the South San Francisco Police Department, or their designee, will participate in the bi-annual meeting of the County's JAG Steering Committee to monitor the progress of the JAG implementation and review any operational issues that have arisen.

The Chief of the South San Francisco City Police Department, or their designee, will be responsible for the smooth operations of the CWCRT Program at South San Francisco, oversight of the clinician contracted with the City, monitoring the progress towards the CWCRT Program's

objectives, reviewing any operational issues that have arisen, and identifying items for JAG-required activities as needed.

9.2 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 that 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 of Police shall meet and confer.

9.3 Records and Confidentiality

Records created by the City-contracted mental health clinician under the CWCRT program and maintained in the County system (including the 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 City-contracted mental health clinician under the direction of the City 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 City-contracted 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 clinician 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 contract with 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).

10. Hold Harmless and Indemnification

- 10.1 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.
- 10.2 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.
- 10.3 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.

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.

11. Term and Termination

11.1 Term

The term of this Agreement shall be from September 1, 2025 through June 30, 2026. This agreement shall supersede any prior agreement.

11.2 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.

11.3 Termination

Subject to the Parties' understanding as to the term of the Agreement, detailed in Section 11.1, each Party agrees to remain a party to this Agreement for the entire duration of the Agreement term, subject only to termination for cause.

Early termination of this Agreement will require BHRS/County to obtain the pre-approval of the State and the BSCC. Request for early termination shall be only due to a material breach of this Agreement by another Party or impossibility of performance. Should a party wish to terminate early due to material breach, it is required to 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. If the party is unable to cure within 30 days, the Agreement may be terminated by BHRS/County pending the approval of the State and BSCC.

12. Funding/Financial Responsibilities

12.1 Personnel Costs

100% of the personnel cost for the mental health clinician will be covered by the 2022 JAG Grant awarded for the entire Term of this Agreement listed in Section 11.1.

The total maximum budget for this Agreement is **\$162,070.40** which includes the hourly rate of pay for the Agreement duration, the clinician's malpractice insurance, business license, clinical supervision if applicable, equipment, and other miscellaneous for the clinician to provide CWCRT services purchased by the South San Francisco PD. [\$89.04 hourly rate working a maximum of 40 hours per week from September 1, 2025 through June 30, 2026].

Category	Rate	Duration	Total Cost
Contract Salary	\$89.04 per hour	9/1/ 2025 - 6/30/2026 (44 weeks)	\$156,710.4 (\$89.04x40 hrs x 44 wks)
Insurance Business License	\$180	One time cost	\$180
Supervision (required for license eligible clinician)	\$90 per session per week	9/1/2025 - 6/30/2026 (44 weeks)	\$3,960
Equipment (Cell Phone)	\$42 per month	9/1/2025 - 6/30/2026	\$420
Other Miscellaneous (Clinician uniform: jacket, polo shirt, CLINICIAN label, etc)	\$800	9/1//2025 - 6/30/2026	\$800
TOTAL			\$162,070.40

All invoices/costs are subject to approval by BHRS Program Manager.

12.2 Auto, Equipment, and Maintenance Costs

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

12.3 Exhaustion of 2022 Awarded Justice Assistance Grant (JAG)

Upon exhaustion of the 2022 Awarded JAG funding for services under this Agreement, or for the term of the County's JAG Agreement ending on June

30, 2026, the County shall bear no financial responsibility for the CWCRT Program at the City. Should the City wish to continue the CWCRT Program beyond the JAG Funding availability, it will be at no cost to the County.

The Parties agree to meet in the projected last quarter of the JAG funding availability, April ~ June 2026, with all JAG Cities (San Bruno, East Palo Alto, Menlo Park, Belmont, San Mateo, and SSF) to address the handling of termination of the CWCRT JAG Program.

13. Contact Information

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

13.1 BHRS

Name: Jei Africa

Address: 2000 Alameda de las Pulgas, San Mateo, CA 94403

Contact number: 650-573-2748

Email: jafrica@smcgov.org

13.2 City of South San Francisco

Name: Scott Campbell

Address: 1 Chestnut Avenue, South San Francisco, CA 94080

Contact number: 650-877-8900

Email: scott.campbell@ssf.net

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

Signatures and dates:

Signed by:

Jei Africa

ED580418FA411430...

Jei Africa

Director, Behavioral Health & Recovery Services (BHRS)

10/28/2025

Date

Scott Campbell

Chief of Police, City of South San Francisco

Date