

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITIES OF SAN MATEO, SOUTH SAN FRANCISCO, DALY CITY
AND REDWOOD CITY AND THE COUNTY OF
SAN MATEO**

The purpose of this Memorandum of Understanding (MOU) 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; the City of South San Francisco; the City of Daly City; and the City of Redwood City (each, a City, and collectively referred to herein as the Cities); and each City's respective police department to develop a pilot program to improve City and County response to community members experiencing mental health crisis (Pilot Program). This MOU sets forth the terms of a working relationship between the County/BHRS and the Cities, collectively referred to as the Parties, for the provision of embedding licensed clinicians in law enforcement agencies in support of the Pilot Program and the Cities and the County agree to the following:

1. Exhibits and Attachments

Attachment 1 – *HIPAA Requirements*, and Attachment 2 – BHRS Clinician Job Description, are attached and incorporated into this MOU by this reference.

2. Background Information

On **January 12, 2020**, the San Mateo County Board of Supervisors adopted Resolution No. _____, which approved the Pilot Program, a partnership among the Parties, to embed in each City's police department one licensed BHRS clinician (BHRS Clinician). The Pilot Program was subsequently approved by each City's City Council,

The Pilot Program is expected to be fully staffed and operational by the first quarter of the 2021 calendar year. Designed based on best practice models in other jurisdictions, the Pilot Program will enhance City and County response to incidents involving individuals experiencing mental health crises, by supplementing that response with the engagement of a BHRS Clinician assigned to work with each partner police department. The BHRS Clinician will assist in the first response by providing early intervention, referrals to therapeutic hospitalizations, and guidance to support services for individuals in mental health crisis.

In furtherance of the Pilot Program, the County has entered into an agreement with the John W. Gardner Center for Youth and Their Communities of the Stanford University Graduate School of Education (Gardner Center), to support the Parties' planning and implementation efforts (Gardner Center Agreement). Once the Pilot Program is launched, the Gardner Center will conduct an implementation and evaluation study

which will examine the interventions and assessment methods utilized by the Pilot Program, in order to assist the Parties to better understand and most effectively support the population served through the Pilot Program. The Parties will share the costs for the Gardner Center Agreement as set forth below in Section 11.2 of this MOU.

3. Purpose or Scope of Work

The Cities enter into this cooperative and reciprocal agreement with the County, acting through BHRS, for implementation of the Pilot Program to enhance each City's response to community members in mental health crisis. In the event of a suspected mental health crisis within a community, once informed, the BHRS Clinician will respond to the scene, exercising their independent judgment and expertise and in collaboration with the City's law enforcement staff. Law enforcement staff will also be dispatched to the scene. The goal of the immediate 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 BHRS Clinician will then assess the person suspected to be in mental health crisis ("the client") and 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.). One of the goals of the Pilot Program is that clients in mental health crisis who come into contact with law enforcement receive early intervention to guide them toward appropriate health services. BHRS Clinicians assigned to the Pilot Program will have been trained in the range of available mental health resources both within BHRS and in the community and, together, the law enforcement/BHRS Clinician response team will decide on the best course of action and/or resource or program for the client.

The County of San Mateo derives direct benefit from the implementation of this MOU, by way of, for example, increasing its ability to directly respond to community members in mental health crisis; 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.

In an effort to achieve a healthy and integrated community, this MOU represents a collaboration among the Parties 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, reduced use of acute and emergency services, and reduced contact with the criminal justice system.

4. Relationship of Parties

The County acknowledges and agrees that the work/services performed under this agreement by the BHRS Clinicians are performed as an independent contractor relative to the Cities. The BHRS Clinicians are part of the County of San Mateo workforce and remain employees of the County while providing services under this MOU and pursuant to the Pilot Program, and at no time shall BHRS Clinicians be deemed employees of the Cities. Neither the County of San Mateo nor any of its employees (including, but not limited to the BHRS Clinicians) acquire any of the rights, privileges, powers or advantages of the employees of the Cities.

5. Mutual Responsibilities of Parties

5.1 The Parties agree to develop, review and modify, as needed, policies and procedures for the Pilot Program, regarding, but not limited to, scope of work, chain of communication, necessary training, grievance process, performance concerns, monitoring of the Pilot Program, supervision of job performance of BHRS Clinicians, and handling and disposition of data generated by Pilot Program participants. The policies and procedures will reflect the Parties' mutual understanding that the BHRS Clinicians are County employees and professionals who exercise independent judgment and expertise in the performance of their scope of work under the Pilot Program.

5.2 The Parties will participate, as needed, in efforts to obtain and analyze data to document the effectiveness of the Pilot Program in reaching the anticipated goals and objectives, while protecting and respecting individuals' confidentiality and privacy rights. These efforts will include partnering with the Gardner Center to evaluate the Pilot Program's effectiveness during the term of the MOU.

5.3 The Parties will develop relevant training plans for County and City staff and participate in collaborative trainings when appropriate, develop program strategies, and implement protocol of response team in a manner that respects the dignity and diversity of community members.

6. Responsibility of Individual Parties

6.1 Each City, acting through its Police Department, shall be responsible for each of the following:

- Provide the assigned BHRS Clinician with a workspace, City-specific computer/automation support, and office supplies necessary for all work required within the City's police station
- Provide mobile police radio to the assigned BHRS Clinician for in-field work

- Orient and familiarize assigned BHRS Clinician with the Police Department work space, technology and operations, and specific community needs, in furtherance of the BHRS Clinician's performance of the work anticipated as part of the Pilot Program
- Support assigned BHRS Clinician in clinical decisions and referrals
- Provide assigned BHRS Clinician with access to the law enforcement data base system, to the extent necessary to carry out job responsibilities as a County employee participating in the Pilot Program
- Work collaboratively with BHRS Clinician to provide necessary law enforcement-related information to assist the BHRS Clinician in achieving the agreed upon outcomes of the Pilot Program.

6.2 BHRS shall be responsible for each of the following:

- Ensure continuous and appropriate supervision of BHRS Clinicians assigned to the Cities' Police Departments on an as needed basis.
- Ensure BHRS Clinicians keep and maintain a valid license to engage in their specific mental health discipline in the State of California.
- Provide BHRS Clinicians with all other equipment and materials necessary to perform the BHRS Clinician function in the Pilot Program.
- Perform evaluations of BHRS Clinicians consistent with BHRS's schedule for regular evaluations of the performance of its employees.
- Exercise reasonable care to ensure compliance with all legal requirements of an employer with regard to the BHRS Clinicians
- BHRS Clinicians will address all issues related to the conditions of their work, including conditions at participating City police departments, to their BHRS supervisor or the appropriate person at the County.
- BHRS Clinicians assigned to work with participating City Police Departments will collaborate with their assigned law enforcement team, BHRS and other colleagues to move seamlessly between systems
- BHRS Clinicians will respond, in conjunction with and as soon as practical with, law enforcement personnel to assist individuals in mental health crisis

- BHRS Clinicians will conduct general mental health assessments, including a determination of whether action pursuant to section 5150 of the Welfare and Institutions Code is required
- BHRS Clinicians will provide follow-up interactions with community members, when appropriate
- BHRS Clinicians will provide in field counseling, referral services and other expertise to clients and families of those suffering from a mental health crisis
- BHRS Clinicians will be a conduit to the local psychiatric emergency services facilities for individuals requiring specific or long-term care
- BHRS Clinicians will work with police officers in their assigned police departments to collaborate with the Outreach services, when not responding to calls for service in the field
- BHRS Clinicians will attend patrol briefings, share information, and provide mental health related training

See Attachment 2 for a full Job Description for the BHRS Clinician.

7. Goals and Objectives

- Goal 1: Law enforcement staff and BHRS Clinicians will respond together to active crisis situations 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.
- Goal 4: BHRS Clinicians will provide clinical consultation, training, and support to law enforcement personnel in the field.
- Goal 5: BHRS Clinicians will increase knowledge of mental health conditions and effective intervention strategies among law enforcement personnel.
- Goal 6: 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. This includes consideration of opportunities to support BHRS Clinicians as primary responders in designated situations where mental health crisis is a factor.

8. Special Terms and Conditions

8.1 Coordination and Oversight

The assigned BHRs managers will be responsible for the day to day coordination of the program operations and problem resolution with respect to BHRs Clinicians.

The Chiefs of the Police Departments and the Deputy Director of Aging and Adult Services and the Deputy Director of Youth Services, BHRs, will identify participants for the quarterly oversight meetings and will convene said quarterly meetings to monitor the progress of the Pilot Program towards its objectives, review any operational issues that have arisen through this effort, and identify items for ongoing work plan.

With approval from the Chiefs, Clinical Services Manager and the Mental Health Supervising Clinician will coordinate the development of information about the program and the services it provides.

The Chiefs of each police department will coordinate with their internal resources to work out the initial protocol for interaction with personnel from their law enforcement agencies and any Crisis Negotiation Units.

The Chiefs or their delegates, and the BHRs Clinical Services Manager will coordinate information that will be needed for budget reporting and future planning by their respective departments.

8.2 Conflict Resolution

In the event of disagreements or conflicts between or among Parties to this MOU, the disagreement or conflict will be referred initially and in writing to the assigned managers from the Cities and BHRs. In the event that consultation at that level does not resolve the disagreement or conflict, then to the BHRs Clinical Services Manager and the designated point of contact for the law enforcement agency shall meet and confer and attempt to resolve the matter. Finally, in the event that the disagreement or conflict remains, the BHRs Deputy Director of Aging and Adult Services and the Chief of the relevant Police Department(s) shall meet and confer. Notwithstanding the conflict resolution process described in this section, BHRs is solely responsible for decisions about the assignment of BHRs Clinicians, hiring and continuing employment of BHRs Clinicians, and supervision and evaluations of the performance of BHRs Clinicians.

In the event that the disagreement or conflict pertains to the performance of the assigned BHRS Clinician and the disagreement or conflict is not resolved through the steps described above, BHRS shall remove the assigned BHRS Clinician and exercise reasonable diligence to identify and provide a qualified replacement.

8.3 Staffing and Supervision

The Pilot Program will consist of four full time limited term BHRS clinicians who must be licensed to provide mental health services by appropriate State of California licensing authorities. BHRS will be responsible for hiring the licensed clinicians, and the hiring processes. The Cities will be entitled to assign one member on the hiring panel. The BHRS Clinician will have an appropriate level of licensing, training, experience collaborating with law enforcement, knowledge of BHRS resources and significant clinical experience to deal independently with the variety of scenarios and client profiles likely to present in the course of the Pilot Program and to act without immediate supervision in the performance of the BHRS Clinician role in the Pilot Program, while also collaborating with a City's law enforcement personnel.

8.4 Records and Confidentiality

Records created by the BHRS Clinician, even while operating in collaboration with one or more of the Cities, shall be considered County records, free from the control and direction of any other party to this MOU. Such records will be subject to all federal, state and local laws and regulations regarding the protection of client/patient privacy and confidentiality.

All Parties agree that all BHRS Clinicians are County employees for the purposes of this MOU, and for purposes of meeting privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). BHRS will train these members of its workforce 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 BHRS Clinicians to carry out their functions. The County will provide BHRS Clinicians 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; such action may include the immediate termination of any BHRS 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 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 of time if required by other regulations or licenses).

9. Hold Harmless and Indemnification

a. It is agreed that the County shall defend, hold harmless, and indemnify each of the Cities and their officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of the County and/or its officers, employees, agents, and servants.

b. The County shall defend, hold harmless, and indemnify each of the Cities from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, the County's representatives for services provided under this Agreement.

c. It is agreed that each of the Cities shall defend, save harmless, and indemnify the County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of a City or Cities and/or their respective officers, employees, agents and servants.

d. 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.

e. In the event of concurrent negligence (or intentional/reckless acts) of a City or Cities and/or their 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

The MOU shall be effective immediately upon signature by each of the parties, and the term of the MOU shall end two years after the

commencement of the Pilot Program. The two-year Pilot Program will commence once the four (4) BHRS Clinicians called for under the terms of the MOU have been hired and assigned to the Cities and the BHRS Clinicians have begun providing services as contemplated under the Pilot Program. Prior to the commencement of the Pilot Program, each of the Parties will execute an addendum to this MOU that attests and confirms the commencement date of the Pilot Program.

10.2 Amendment/Modification Process

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

10.3 Termination

The Parties agree that the term of this MOU is for a term that will last for two years after the commencement of the Pilot Program. Each Party agrees to remain a party to this MOU for the entire duration of the two-year term of the Pilot Program, subject only to termination for cause. Cause for termination of this MOU will include only a material breach of this MOU by another Party or impossibility of performance. Prior to termination for cause, the terminating party must give all other Parties 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(ies) is unable to cure within 30 days, the MOU may be terminated as to the noticing party only.

11. Funding/Financial Responsibilities

11.1 Personnel Cost Sharing

Unless amended by the Board of Supervisors and the governing bodies of the respective participating jurisdictions, the annual contributions of Cities and County to the Pilot Program expenses shall be as follows:

County shall pay, up front, one hundred percent (100%) of the personnel costs of the Pilot Program (i.e., the fully weighted costs of salary and benefits for the BHRS Clinicians). Participating Cities shall each reimburse County for twelve and one-half percent (12.5%) of these salary and benefit costs for BHRS Clinicians, such that, after reimbursement from the Cities, the County will cover fifty percent (50%) of these Pilot Program personnel costs and the Cities will cover a combined total of fifty percent (50%) of these Pilot Program personnel costs.

Beginning in the 2020-21 FY, the maximum obligation of County for

personnel costs shall not exceed \$343,421.

Beginning in the 2021-22 FY, the maximum obligation of the County and Cities' respective obligations will be subject to a Cost of Living Adjustment (COLA).

For fiscal years beyond the 2020-21 Fiscal Year, each City commits to include in its respective proposed budgets funding for its share of the Pilot Program. County acknowledges that each City Council retains discretion to approve the Pilot Program funding included in each City's respective future proposed budgets for the term of this MOU.

Upon expiration of the two-year term of the Pilot Program, the County shall bear no financial responsibility for the Pilot Program. Should the Cities, whether all or some combination of them, agree to continue the Pilot Program beyond the two years, it will be at no cost to the County.

The Parties agree to meet in the last quarter of the two-year term to address the handling of termination of the Pilot Program, and/or the continuance of the Program by all or some combination of the Parties beyond the two-year term.

11.2 Gardner Center Agreement Cost Sharing

The total cost of the Gardner Center Agreement shall not exceed Two Hundred Fifty-Nine Thousand Eight Hundred Sixty-Nine dollars (\$259,869) for the duration of the Term. The contributions of Cities and County to the costs of the Gardner Center Agreement shall be as follows:

County shall be responsible for the first fifty percent (50%) of the Gardner Center Agreement, as and when invoices come due. Thereafter, the Cities will collectively pay for the remaining fifty percent (50%) of the Gardner Center Agreement, as and when invoices come due.

The maximum obligation of County shall not exceed One Hundred Twenty-Nine Thousand Nine Hundred Thirty-Four dollars, fifty cents (\$129,934.50), fifty percent of the Gardner Center Agreement costs.

Each City's respective maximum obligation for the Gardner Center Agreement costs shall not exceed Thirty-Two Thousand Four Hundred Eighty-Three dollars, sixty-three cents (\$32,483.63), twelve and one-half percent (12.5%) of the Gardner Center Agreement costs.

Should the Gardner Center Agreement exceed Two Hundred Fifty-Nine Thousand Eight Hundred Sixty-Nine dollars (\$259,869), the Parties agree to meet to address additional cost sharing.

11.3 Administration and Supplies Cost Sharing

The total estimated cost of supplies for personnel is \$60,000 in the 2020-21 FY and shall be borne by the County while the cost of supplies used in the offices of each law enforcement agency will be the Cities' responsibility. In the 2021-22 FY the estimated cost of supplies to be paid for by the County is estimated to be less than \$60,000.

11.4 Cost Definitions

Costs to be shared for this program, as detailed in Sections 11.1 – 11.3, include the following:

- Personnel costs, including fully weighted salary and benefits
- Gardner Center Agreement costs
- Administration and supplies costs

12. **Contact Information**

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

12.1 Party A (County of San Mateo)

Name: Scott Gilman
Address: 222 39th Avenue,
San Mateo, CA 94403
Telephone: 650-572-2662
Email: sgilman@smcgov.org

Party B (City of San Mateo)

Name: Ed Barberini
Address: 200 Franklin Parkway,
San Mateo, CA 94403 Telephone: 650-522-7600
Email: ebarberini@cityofsanmateo.org

Party C (City of South San Francisco)

Name: Jeff Azzopardi
Address: 33 Arroyo Drive Suite C,
South San Francisco CA 94080
Telephone: 650-877-8900
Email: Jeff.Azzopardi@ssf.net

Party D (City of Daly City)

Name: Patrick Hensley

Address: 333 90th Street,
Daly City, CA 94015

Telephone: 650-991-8115

Email: phensley@dalycity.org

Party E (City of Redwood City)

Name: Dan Mulholland

Address: 1301 Maple Street,
Redwood City, CA 94063

Telephone: 650-780-7100

Email: dmulholland@redwoodcity.org

Effective Date and Signatures: You must have the Fiscal Managers and Directors from each division sign. Optional to add Program Managers or others. Gilman and Janet

This MOU shall be effective upon the signature of all parties authorized officials. It shall be in force from [DATE] to [DATE]. All Parties indicate agreement with this MOU by their signatures.

Michael Callagy, County Manager
County of San Mateo

Date

Drew Corbett, City Manager
City of San Mateo

Date

Michael Futrell, City Manager
City of South San Francisco

Date

Shawna Maltbie, City Manager
City of Daly City

Date

Melissa Stevenson Diaz, City Manager
City of Redwood City

Date

