

## **MEMORANDUM OF UNDERSTANDING BETWEEN BEHAVIORAL HEALTH AND RECOVERY SERVICES AND SHERIFF'S OFFICE**

The purpose of this Memorandum of Understanding (MOU) is to set forth the agreement between the Behavioral Health and Recovery Services (BHRS) of San Mateo County Health, and the Sheriff Office (SO) (collectively referred to as the Parties) to expand the pilot program of Community Wellness and Crisis Response Team (CWCRT Program or Program) into North Fair Oaks (NFO) under Headquarters Patrol Bureau (HQB) to improve City and County response to community members experiencing mental health crisis.

### **1. Background Information**

Pursuant to Assembly Bill 179, Chapter 249, Section 19.56, Item 4170-101-0001 of the California State Budget Act of 2022, the County received funding for the purpose of expanding the law enforcement co-responder model CWCRT Program (2022 Budget Act Funding). The County will use a portion of this funding, \$250,000, under the terms of this MOU, to expand the CWCRT program to add one full-time mental health clinician to NFO. The current MOU will address the roles and responsibilities as between BHRS and SO.

In furtherance of the implementation of the CWCRT Program, the County 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 planning and implementation efforts (Gardner Center Agreement). Under the Gardner Center Agreement, the Gardner Center conducts an implementation and evaluation study which will examine the interventions and assessment methods utilized by the CWCRT Program, to assist in most effectively supporting the population served through the CWCRT Program.

### **2. Relationship of Parties**

The Parties acknowledge and agree that the work/services performed under this agreement by the mental health clinician is/are conducted by an independent contractor under a separate Contract Agreement between BHRS and StarVista, known as 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 a contract agreement with BHRS, and at no time shall the StarVista clinician be deemed an employee of SO or BHRS.

### **3. Mutual Responsibilities of the Parties**

3.1 The Parties agree to review, adopt, and modify as needed, policies and procedures that may be developed by the participants in the CWCRT Program regarding, but not limited to, scope of work, chain of communication, necessary training, grievance process, performance concerns, ongoing monitoring of the Program, supervision of job performance of the StarVista clinician, and handling and disposition of data generated by all the Program participants. The policies and procedures will reflect the Parties' mutual understanding that the StarVista clinician is a contracted StarVista employee and professional who exercises independent clinical judgment and expertise in the performance of their scope of work complying to all 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.

3.2 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, while protecting and respecting individuals' confidentiality and privacy rights per HIPAA requirements. These efforts will include partnering with the Gardner Center to evaluate the Program's effectiveness during the term of the MOU.

### **4. Responsibilities of the Parties**

4.1 The Sheriff's Office HQB shall be responsible for each of the following:

- Provide the StarVista clinician with a workspace, Sheriff-specific computer/automation support, and office supplies necessary for all work required within the jurisdiction of NFO
- Provide mobile law enforcement radio to the assigned StarVista clinician for infield work
- Orient and familiarize the StarVista clinicians with the HQB workspace, technology and operations, and specific community needs
- Support and collaborate with the StarVista clinician in clinical decisions and referrals
- Provide the StarVista clinician with access to the law enforcement data base system, to the extent necessary to carry out job responsibilities of this co-responder Program

- Work collaboratively with the StarVista clinician to provide necessary law enforcement-related information to assist the clinician in achieving the agreed upon outcomes of the Program
- Participate in meetings with city partners, BHRS, and StarVista for progress status, data collection, outcomes evaluation, coordination, and sustainability.

#### 4.2 BHRS shall be responsible for each of the following:

- Contract out provision of the mental health crisis response to StarVista for a trained full-time mental health clinician to be embedded in NFO.
- BHRS shall clearly define the Scope of Work of this mental health clinician in its contract agreement with StarVista, which includes crisis response, crisis de-escalation, crisis assessment, involuntary 5150 hold, short-term follow-up intervention support and case management linkage connection to needed treatment and services. All 5150s conducted by this mental health clinician shall be reviewed by Psychiatric Emergency Response Team (PERT) as part of the existing process and understanding between Sheriff Office and BHRS related to PERT partnership. Needed follow-up case management services shall be determined and coordinated between this mental health clinician and the PERT clinician.
- Ensure required onboarding training, needed 5150 certification, BHRS and community mental health/substance use services and resources training, laws and ethics pertaining to involuntary hold, etc. shall be arranged for or provided.
- Provide the StarVista clinician with all needed County equipment and materials necessary to perform the function of a mental health crisis response clinician in the CWCRT Program (i.e. County laptop with needed applications, County car, automobile insurance and maintenance, ongoing gasoline), 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 StarVista for the purpose of contract monitoring, quality assurance, and clinical adherence as appropriate.

## 5. Special Terms and Conditions

### 5.1 Coordination and Oversight

The assigned BHRS Clinical Services Manager will be responsible for the oversight of the StarVista contract and its progress status with StarVista,

provide ongoing clinical consult, training, and quality assurance/quality improvement of the services provided by the StarVista clinician.

The Sheriff, or their designee (HQB Captain), will participate in the quarterly oversight CWCRT Advisory meetings and in the Working Group meetings as needed to monitor the progress of the CWCRT Program towards its objectives, review any operational issues that have arisen, and identify items for ongoing work plan as needed.

## 5.2 Conflict Resolution

In the event of disagreements or conflicts between the Parties to this MOU, the disagreement or conflict will be referred initially and in writing to the Headquarters Patrol Bureau Captain and BHRS Clinical Services Manager. In the event consultation at that level does not resolve the disagreement or conflict, then the Sheriff or their designee, the assigned Headquarters Patrol Bureau Captain, the BHRS Clinical Services Manager, and the BHRS Deputy Director of Adult and Older Adult Services shall meet and confer and attempt to resolve the matter. BHRS will obtain the participation of StarVista in the resolution process, as BHRS determines is appropriate.

If the disagreement or conflict pertains to the performance of the assigned StarVista clinician, BHRS will be responsible for addressing with StarVista.

## 5.3 Records and Confidentiality

Records created by the StarVista clinician under the CWCRT Program shall be considered BHRS records, free from the control and direction of the SO. Such records will be subject to all federal, state, and local laws and regulations regarding the protection of client/patient privacy and confidentiality. The Parties agree that all Program clinicians must adhere to the privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

## 5.4 Background Screening

Any and all StarVista clinicians who will provide services under the CWCRT Program must undergo a background screening prior to any provision of services. The cost of the background screening will be paid for using 2022 Budget Act Funding. The background screening may include a criminal background check as well as fingerprint submission.

## **6. Term and Termination**

### **6.1 Term**

The MOU shall be effective immediately upon signature by each of the parties. The term of the MOU shall end when the 2022 Budget Act Funding allocation to the Program is fully exhausted. The Parties anticipate exhaustion of the funds to be within approximately eleven (11) months of commencement of the Program, but understand this anticipated term is wholly dependent upon availability of allocated funding.

### **6.2 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.

### **6.3 Termination**

Subject to the Parties' understanding as to the term of the MOU, detailed in Section 9.1, each Party agrees to remain a party to this MOU for the entire duration of the MOU term.

## **7. Funding Allocations**

The County will utilize \$250,000 of the 2022 Budget Act funding to fully fund the following costs:

- a. A single StarVista clinician's fully weighted salary and benefits, estimated to be \$176,737.00 for FY 23-24
- b. The expanded portion of the Gardner Center Evaluation, expected to be approximately \$31,660 per fiscal year
- c. StarVista Operating Costs for expansion to NFO, expected to be approximately \$36,943 per fiscal year
- d. StarVista Administrative costs for expansion to NFO, expected to be approximately \$32,052 per fiscal year
- e. The cost of personnel supplies, including cost of a County car, auto insurance, ongoing gasoline and maintenance, County laptop with required licenses.

## **8. Contact Information**

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

### 11.1 Party A (Sheriff's Office - Administration) Information

Name: Assistant Sheriff Ryan Monaghan

Address: 400 County Center, 3<sup>rd</sup> Floor, Redwood City, California 94063

Contact number: 650-599-1202

Email: [rmonaghan@smcgov.org](mailto:rmonaghan@smcgov.org)

### 11.2 Party B (Sheriff's Office -Headquarters Command/North Fair Oaks) Information

Name: Captain Matthew Fox

Address: 400 County Center, 1<sup>st</sup> Floor, Redwood City, California 94063

Contact number: 650-599-4099

Email: [mfox@smcgov.org](mailto:mfox@smcgov.org)

### 11.3 Party C (BHRS) Information

Name: Shirley Chu

Address: 1950 Alameda de las Pulgas

Contact number: 650-421-5181

Email: [schu@smcgov.org](mailto:schu@smcgov.org)

### Effective Date and Signatures:

This MOU shall be effective upon the signature of all parties authorized officials.

All Parties indicate agreement with this MOU by their signatures.

Signatures and dates:

DocuSigned by:  
  
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Mike Callagy

*Manager, County of San Mateo*

1/10/2024 | 4:54 PM PST

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*Date*

DocuSigned by:  
  
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*Director of BHRS*

1/11/2024 | 5:00 PM PST

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*Date*

DocuSigned by:  
*Christina Corpus*  
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Sheriff Christina Corpus  
Sheriff's Office

1/10/2024 | 4:48 PM PST

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*Date*

DocuSigned by:  
*Matthew Fox*  
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Captain  
Sheriff's Office -Headquarters Bureau

1/11/2024 | 11:53 AM PST

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*Date*