

AGREEMENT BETWEEN THE CITIES OF SAN MATEO, FOSTER CITY, AND THE COUNTY OF SAN MATEO

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, and Foster City (each, a City, and collectively referred to herein as the Cities); and each City's respective police department to expand the pilot program of Community Wellness and Crisis Response Team (CWCRT) to improve City and County response to community members experiencing mental health crisis.

This Agreement 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 one full-time mental health clinician in law enforcement agencies of San Mateo and Foster City Police Departments in support of the expansion of the CWCRT.

The County agrees 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 entered into a contract with StarVista to provide the mental health clinicians for the CWCRTs, as StarVista was already providing a mobile youth crisis response team.

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. Under the Pilot Program, the Star Vista 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, consultation, and clinical oversight on the crisis response work conducted by all the Star Vista clinicians in addition to conducting contract monitoring responsibilities.

In furtherance of the implementation of the CWCRT Pilot Program (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 participant cities, to assist the cities to better understand and most effectively support the population served through the CWCRT program.

Pursuant to Assembly Bill 179, Chapter 249, Section 19.56, Item 4170-101-0001 of the California State Budget Act of 2022 (2022 Budget Act Funding), the County received funding for the purpose of expanding the law enforcement co-responder model CWCRT Program. The County will use a portion of this funding, under the terms of this Agreement, to expand the CWCRT program to Foster City, to specifically add one full-time mental health clinician to be shared 50-50 between the Foster City and San Mateo Police Departments, to provide the first response mental health crisis services as described above. The current Agreement will address the roles and responsibilities as between the Cities and the County. The Cities may have a separate agreement to address the particulars associated with the sharing of the StarVista clinician, to which the County will not be a party.

2. Purpose or Scope of Work

The Cities enter into this cooperative and reciprocal agreement with the County, acting through BHRS, for expanding CWCRT to enhance the Cities' 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 to be equally shared and embedded in Foster City and San Mateo Police Departments will respond to the scene together with the law enforcement staff, exercising their independent judgment and expertise and in collaboration with the City's law enforcement staff. 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”) 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.) 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 clinician 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 Medi-Cal reimbursable 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 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 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 Parties

The Parties acknowledge and agree that the services performed under this agreement by the mental health clinician are conducted by an independent contractor under a separate Contract Agreement between BHRS and StarVista, known as the “StarVista clinician”. The Star Vista 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 the Cities 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 Cities.

4. Mutual Responsibilities of the Parties

4.1 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 BHRIS 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 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 Agreement (Gardner Center Evaluation).

4.3 The Parties will participate in all the collaborative trainings when appropriate, 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 Parties

5.1 Foster City and San Mateo, acting through their Police Departments, shall be individually and collectively responsible for each of the following:

- Providing the StarVista clinician with a workspace and access to the City's computer and radio dispatch systems, including but not limited to law enforcement data base system, to the extent necessary to carry out job responsibilities of this co-responder Program, as necessary;
- Orient and familiarize the StarVista clinician with the Police Department workspace, technology and operations, and specific community needs

- Support and collaborate with the StarVista clinician in clinical decisions and referrals
- 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.

5.2 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 equally shared and embedded in the Foster City and San Mateo Police Departments
- The Scope of Work provided by this mental health clinician will be clearly defined in the BHRS 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. Related training, documentation requirements and data collections will all be detailed in the County's agreement with StarVista and monitored on an ongoing basis
- Ensure required onboarding documentation orientation, needed 5150 certification training, BHRS and community mental health/substance use services and resources training, 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 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, auto insurance, auto 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-ups and documentation of billable and nonbillable mental health services
- Hold meetings with StarVista for the purpose of contract monitoring, quality assurance, and clinical adherence
- Exercise reasonable care to ensure compliance with all legal and clinical requirements related to the contract with the County and the crisis work performed by the StarVista clinician

6. Goals of the CWCRT Program

6.1 Goals of the CWCRT Program are:

Goal 1: Law enforcement staff and the mental health clinician 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, services, and treatment.

Goal 4: Provide clinical consultation, training, and support to law enforcement personnel in the field.

Goal 5: 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.

7. Special Terms and Conditions

7.1 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 Chiefs of the Cities' Police Departments, or their designees (Chiefs), will participate in the quarterly oversight CWCRT Advisory meetings, in the Working Group meetings as needed to monitor the progress of the CWCRT expansion towards its objectives, review any operational issues that have arisen, and identify items for ongoing work plan as needed.

7.2 Conflict Resolution

In the event of disagreements or conflicts between or among Parties to this Agreement, the disagreement or conflict will be referred initially and in writing to the assigned Captain and Clinical Services Manager from the Cities and BHRS, respectively. In the event consultation at that level does not resolve the disagreement or conflict, then the Chief of the Police Department, the assigned Captain, the 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 the relevant Police Department(s) shall meet and confer. 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, 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 Agreement.

7.3 Staffing and Supervision

The CWCRT expansion under this Agreement will consist of one full time mental health clinician who must be licensed or license-eligible to provide mental health services by appropriate State of California licensing authorities. Under the BHRS Contract Agreement, Star Vista will be responsible for hiring the mental health clinician and the hiring processes. The Cities will be entitled to jointly assign one member of one of the law enforcement departments to the StarVista hiring panel, if the Cities so prefer.

7.4 Records and Confidentiality

Records created by the StarVista clinician, even while operating in collaboration with one or more of the Cities, shall be considered the County's records, free from the control and direction of any other party to this Agreement. 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 the StarVista clinician must adhere to the privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). BHRS will train the StarVista 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 StarVista clinician to carry out their functions. BHRS will provide the StarVista

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 the contract work with Star Vista or strong recommendation of the immediate termination of the specific StarVista 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).

8. Hold Harmless and Indemnification

8.1. 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.

8.2. 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.

8.3. It is agreed that each of the Cities 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 brought by a third party which result from the acts or omissions of a City or Cities and/or their respective officers, employees, agents, and servants.

8.4. 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.

8.5. 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.

9. Term and Termination

9.1 Term

The Agreement shall be effective immediately upon signature by each of the Parties, and the term of the Agreement shall end when allocated 2022 Budget Act Funding for the Program under this Agreement is fully exhausted. The Parties anticipate exhaustion of the funds to be within approximately two years of commencement of the Program, but understand this anticipated term is wholly dependent upon availability of allocated funding.

9.2 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.

9.3 Termination

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

Cause for termination of this Agreement will include only a material breach of this Agreement 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 Agreement may be terminated only as between the noticing party and the party in breach.

10. Funding/Financial Responsibilities

10.1 Personnel Cost Sharing

Of the 2022 Budget Act Funding, the County will utilize \$250,000 to partially fund a single clinician under this Agreement, and to partially fund the expanded portion of the Gardner Center Evaluation.

Unless amended by the Board of Supervisors and the governing bodies of the respective participating jurisdictions, the annual contributions of the Cities and County to the CWCRT expansion in San Mateo and Foster City expenses shall be as follows:

San Mateo City Police Department will cover twenty-five percent (25%) of the fully weighted salary and benefit costs of the StarVista mental health clinician, Foster City will cover twenty-five (25%) of the fully weighted salary and benefit costs of the clinician, and the County will cover fifty percent (50%) of the fully weighted salary and benefit costs of the 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.

BHRS shall pay to StarVista for the costs of salary and benefits of the StarVista clinician, as invoices come due. The Cities shall each reimburse County for twenty-five percent (25%) of these salary and benefit costs of the clinician on a bi-annual basis, upon invoice by the County. BHRS Fiscal will invoice the respective Cities' Fiscal directly every six months; reimbursement from the Cities is expected within twenty (20) business days. Each city shall provide the contact information of their respective Fiscal to BHRS at the time of signing this Agreement.

- For FY 23-24, the maximum obligation of County and Cities jointly for personnel costs shall not exceed \$176,737.
- For FY 24-25, the maximum obligation of the County and Cities will be subject to a Cost-of-Living Adjustment (COLA).
- For FY 25-26, should any money remain of the 2022 Budget Act funding, the maximum obligation of the County and Cities will be subject to a Cost-of-Living Adjustment (COLA). County acknowledges that each City Council retains discretion to approve the CWCRT Program funding included in each City's respective future proposed budgets for the term of this Agreement.

The Parties agree that County's payments for 50% of the StarVista clinician costs will be charged against the 2022 Budget Act Funding.

10.2 Gardner Center Agreement

The cost of the Gardner Center Agreement services is expected to be approximately \$31,660 per fiscal year, for evaluation of the CWCRT expansion in San Mateo and Foster City. The contributions of Cities and County to the costs of the Gardner Center Agreement services shall be as follows: County shall pay the fully invoiced amount to Gardner Center for Gardner Center Agreement services, as invoices come due. The Cities shall each reimburse County for twenty-five percent (25%) of these costs, upon invoice by the County. BHRS Fiscal will invoice the respective Cities' Fiscal directly within thirty (30) days of Gardner Center invoice being paid by County; reimbursement from the Cities is expected within twenty (20) business days.

The Parties agree that County's payments for 50% of the Gardner Center Agreement services will be charged against the 2022 Budget Act Funding.

10.3 Operations Costs incurred by StarVista

The StarVista Operating costs are expected to be approximately \$36,943 per fiscal year. The contributions of Cities and County to these costs shall be as follows: County shall pay the fully invoiced amount to StarVista, as invoices come due. The Cities shall each reimburse County for twenty-five percent (25%) of these costs, upon invoice by the County. BHRS Fiscal will invoice the respective Cities' Fiscal directly within thirty (30) days of Gardner Center invoice being paid by County; reimbursement from the Cities is expected within twenty (20) business days.

The Parties agree that County's payments for 50% of the StarVista Operating costs will be charged against the 2022 Budget Act Funding.

All costs described in Sections 10.1 - 10.3 will be adjusted for FY 23-24, to account for the actual start date of the StarVista clinician.

10.4 Administration and Supplies Cost Sharing

The StarVista Administrative costs are expected to be approximately \$32,052 per fiscal year. The County will pay 100% of these costs as they come due, to be charged against the 2022 Budget Act Funding. The County will bear the cost of personnel supplies, including cost of a County car, auto insurance, ongoing gasoline and maintenance, County laptop with required licenses, etc. The cost

of supplies used in the offices of each law enforcement agency will be the Cities' financial responsibility.

10.5 Exhaustion of 2022 Budget Act Funding

Upon exhaustion of the 2022 Budget Act Funding for services under this Agreement, the County shall bear no financial responsibility for the CWCRT Program. Should the Cities, whether both or one, agree to continue the CWCRT Program beyond the 2022 Budget Act Funding availability, it will be at no cost to the County.

The County shall give written notice of its determination that the 2022 Budget Act Funding will be exhausted and the Parties agree to meet in the projected last quarter of 2022 Budget Act Funding availability to address the handling of termination of the CWCRT Program, and/or the continuance of the Program by all or some combination of the Parties beyond the Agreement term.

11. Contact Information

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

11.1 Party A (County of San Mateo) Information

Name:

Address:

Contact number:

Email:

11.2 Party B (Foster City) Information

Name:

Address:

Contact number:

Email:

11.3 Party C (City of San Mateo) Information

Name:

Address:

Contact number:

Email:

11.4 Party C (BHRS) Information

Name:

Address:
Contact number:
Email:

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:

DocuSigned by:

Mike Callagy

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Mike Callagy
County of San Mateo
11/21/2023

Date

DocuSigned by:

Jei Africa

E9580419FA41430...

Jei Africa
BHRS
11/22/2023

Date

Ed Barberini

Chief
City of San Mateo
september 18, 2023

Date

Tracy Avelar

Tracy Avelar (Nov 20, 2023 09:52 PST)

Chief
Foster City
Nov 20, 2023

Date