

**MEMORANDUM OF UNDERSTANDING
BETWEEN SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS
AND THE COUNTY OF SAN MATEO BEHAVIORAL HEALTH AND RECOVERY
SERVICES TO ENGAGE, COORDINATE AND EXPAND SCHOOL-BASED
BEHAVIORAL HEALTH SERVICES**

This Agreement, made and entered into this 11th day of September 2020, by and between the SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS, hereinafter referred to as "Superintendent", and BEHAVIORAL HEALTH AND RECOVERY SERVICES DIVISION OF THE SAN MATEO COUNTY HEALTH, hereinafter referred to as "County",

WITNESSETH

WHEREAS, the parties hereto provide services to their residents and taxpayers within the same general area in the County of San Mateo, State of California; and

WHEREAS, Chapter 5 of Division 7 Title 1 of the Government Code, comprising Sections 6500 through 6513 of said Code, authorizes public agencies to enter into agreements for the joint exercise of powers common to the parties of such agreements; and

WHEREAS, the parties have noted there are many students who do not qualify for Special Education and related services and who are just "getting by" in school. These students may have experienced traumatic events, are socially isolated, are victims of bullying or are depressed or otherwise vulnerable and deteriorating; and

WHEREAS, the parties entered into an Agreement on October 31, 2017 for the term of July 1, 2017 through June 30, 2019, for a maximum amount of ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000) per FY to jointly work together to engage, coordinate and expand school-based behavioral health services; and

WHEREAS, the parties agree that the focus of this collaboration is to identify and serve these students earlier; and

WHEREAS, the parties jointly fund and establish a Director-level coordinator through the County Office of Education and a minimum of six (6) part-time regional liaisons to effectuate the joint goal of engaging, coordinating and expanding school-based behavioral health services;

WHEREAS, the parties wish to amend the Agreement to increase the maximum amounts for FY 2019-2020 and FY 2020-2021 by a mutually agreed upon amount supported by Measure K funding for a total Agreement maximum amount of FIVE HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED FIFTY-EIGHT DOLLARS (\$544,758), add administrative costs for FY 2019-2020 and FY 2020-2021, and extend the term through June 30, 2021.

WHEREAS, the parties wish to amend the services to include the following:

1. Jointly fund a Director of Safe and Supportive Schools coordinator through the County Office of Education.
2. The Director will facilitate and maintain meeting notes for five (5) School-Based Mental Health Collaboratives from six (6) regional areas: Northwest, Northeast, Coastside, Central, South/ (Ravenswood/East Palo Alto) and three (3) School Counselor Collaboratives (North, Central, South).
3. In the event that School-Based Mental Health Collaboratives are suspended (due to low attendance or other challenges) the Director of Safe and Supportive Schools shall participate in regional behavioral health collaboratives (i.e. Coastside Collaborative, North County Outreach Collaborative and East Palo Alto Community Service Area collaborative), as available, to maintain and promote community collaboration in the early intervention and expansion of school-based behavioral health services.
4. Quarterly meetings between the parties to coordinate efforts, resolve any challenges that may arise, collaborate with regional clinics on school-based mental health services and approve any adjustments needed to the terms of this agreement.
5. Provide ongoing training on the countywide "Suicide Prevention Protocol" to support schools in identifying students at-risk of self-harm and suicide risk factors and warning signs and developing action plan for students.
6. Collaborate with the Health Policy and Planning unit of San Mateo County Health' efforts to launch a promotora (health navigator) program to proactively provide support, resources, etc. targeting Big Lift students and families.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, said parties do hereby agree as follows:

7. For FY 2017-18 (July 1, 2017 – June 30, 2018) and FY 2018-2019 (July 1, 2018 – June 30, 2019)

San Mateo County Office of Education will invoice Behavioral Health and Recovery Services (BHRS) semi-annually for expensed incurred, not to exceed a maximum of ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000) for each FY, for the purposes described in this agreement. The maximum includes SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) for the Director of Safe and Supportive Schools, SIXTY THOUSAND DOLLARS (\$60,000) for the liaison

positions and their related activities.

8. FY 2019-2020 (July 1, 2019– June 30, 2020)

San Mateo County Office of Education will invoice Behavioral Health and Recovery Services (BHRS) semi-annually for expensed incurred, not to exceed a maximum of ONE HUNDRED SIX THOUSAND ONE HUNDRED SEVENTY THREE DOLLARS (\$106,173), for the purposes described in this agreement. The maximum includes EIGHTY-ONE THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS (\$81,954) for the Director of Safe and Supportive Schools, THREE THOUSAND DOLLARS (\$3,000) for the promotora (health navigator) program, and TWENTY-ONE THOUSAND TWO HUNDRED NINETEEN DOLLARS (\$21,219) for administrative costs.

9. FY 2020-2021 (July 1, 2020 – June 30, 2021)

San Mateo County Office of Education will invoice Behavioral Health and Recovery Services (BHRS) semi-annually for expensed incurred, not to exceed a maximum of ONE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY-FIVE DOLLARS (\$168,585), for the purposes described in this agreement. The maximum includes EIGHTY-TWO THOUSAND SIX HUNDRED SEVEN DOLLARS (\$82,607) for the Director of Safe and Supportive Schools, SIXTY-FIVE THOUSAND SEVEN HUNDRED FORTY-EIGHT DOLLARS (\$65,748) for the promotora (health navigator) program, and TWENTY-THOUSAND TWO HUNDRED THIRTY DOLLARS (\$20,230) for administrative costs.

10. Modifications to these allocations may be approved by the Director of San Mateo County Health, Behavioral Health and Recovery Services or designee, subject to the maximum amount set forth in this Agreement.

11. No separate agency or entity shall be created by this Agreement.

12. It is agreed that the County shall defend, hold harmless and indemnify the Superintendent, its officers and employees, for any and all claims for injuries or damages to persons and/or property, which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the County, its officers and/or employees.

13. It is further agreed that the Superintendent shall defend, hold harmless and indemnify the County, its officers and employees, for any and all claims for injuries or damages to persons and/or property, which arise out of terms and conditions of this Agreement and which result from the negligent acts or omissions of the Superintendent, its officers and/or employees.

14. In the event of the concurrent negligence of the Superintendent, its officers and/or employees, and the County, its officers and/or employees, the liability for any and all claims for injuries and damages to person and/or property which arise out of the terms and conditions of the agreements shall be apportioned according to the California theory of comparative negligence.

The duty of the agencies to indemnify and mutually hold harmless, as set forth in Section 2778 of the Civil Code, survives the termination of this Agreement.

Each of the parties hereto shall provide their own insurance coverage in an amount sufficient to protect itself and its own employees throughout the term of this Agreement.

SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS

Signed: *Nancy Magee* Date: 9-2-20
Nancy Magee, Superintendent

COUNTY OF SAN MATEO

Signed: **Scott M Gilman** Date: 9/11/2020
Scott Gilman, Director, BHRS

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Date: 2020.09.11 13:45:19 -07'00'