

EXHIBIT 1

County

**AGREEMENT TO  
ESTABLISH A MOBILE MENTAL HEALTH TEAM PILOT PROGRAM  
BETWEEN THE CITY OF SAN JOSE  
AND  
THE COUNTY OF SANTA CLARA**

THIS AGREEMENT is made and entered into this 30<sup>th</sup> day of April, 1997, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California (hereinafter referred to as "CITY") and the COUNTY OF SANTA CLARA, a political subdivision of the State of California (hereinafter referred to as "COUNTY").

**RECITALS**

**WHEREAS**, it is the desire of the parties to develop an alternative method of processing mentally ill persons who come into contact with law enforcement personnel, in lieu of incarcerating such persons in jail; and

**WHEREAS**, it is in the best interest of CITY and COUNTY to refer these persons to appropriate support services at the time of the initial law enforcement contact; and

**WHEREAS**, it has been determined that the contemplated alternative method of processing will result in greater efficiency in evaluating and stabilizing these persons,

**NOW, THEREFORE**, CITY and COUNTY, in consideration of the mutual promises and agreements contained herein, agree as follows:

**SECTION 1. TERM OF AGREEMENT.**

This AGREEMENT shall be effective upon the date of final execution by CITY and COUNTY and shall continue in effect through June 30, 1997, unless terminated earlier

in accordance with the terms of this AGREEMENT. The term of this AGREEMENT may be extended upon mutual written agreement of the parties.

**SECTION 2.**        **CONTRIBUTIONS.**

COUNTY shall pay all costs associated with the operation, administration, training and support of the Mobile Mental Health Team ("TEAM").

**SECTION 3.**        **PILOT PROGRAM.**

COUNTY shall undertake and complete the Pilot Program as described in EXHIBIT A, entitled "SCOPE OF SERVICES".

**SECTION 4.**        **COMPLIANCE WITH ALL LAWS.**

COUNTY and its subcontractors shall comply with all applicable laws, ordinances, codes and regulations, whether federal, state or local.

**SECTION 5.**        **PILOT PROGRAM RESPONSIBILITY.**

COUNTY shall be responsible for all aspects of the operation, administration, training and support of the TEAM, except as specifically noted in EXHIBIT A. CITY will appoint representatives to an Advisory Group, which will provide policy oversight and review the effective implementation of the Pilot Program.

**SECTION 6.**        **NOTICES.**

Any notice or communication which is required to be given under this AGREEMENT, or which either party may desire to give to the other, shall be in writing, and may be either

personally delivered or given by mailing the same by certified mail, return receipt requested, postage prepaid, addressed as follows:

To CITY:

Cynthia Bojorquez-Serda  
Assistant to the City Manager  
City of San Jose  
801 N. First Street, Room 436  
San Jose, CA 95110  
(408) 277-5820

To COUNTY:

Dr. Soleng Tom  
Interim Mental Health Director  
Santa Clara Valley Health and Hospital System  
Department of Mental Health  
645 South Bascom Avenue  
San Jose, CA 95128

Each party may designate an address different from that set forth above in accordance with the provisions of this SECTION. Notice shall be deemed given upon receipt.

**SECTION 7.**      **INDEMNITY.**

COUNTY shall protect, defend, indemnify and hold harmless CITY, its officers, agents and employees, from any and all loss or damage, and from any and all liability for any and all loss or damage, and from any and all suits, actions or claims filed or brought by any person or persons because of, or arising out of, or resulting from, the action of COUNTY which is required or permitted by this AGREEMENT, or because of, or arising out of, or resulting from, any negligent acts (active or passive) or omissions of COUNTY, its agents, employees or contractors.

This SECTION shall survive expiration or sooner termination of AGREEMENT.

**SECTION 8.            ASSIGNABILITY.**

COUNTY's duties under this AGREEMENT shall not be delegated or assigned by COUNTY, nor shall any of the work or services to be performed under this AGREEMENT be subcontracted to third parties, except to the extent and in the manner stated in this AGREEMENT.

**SECTION 9.            RELATIONSHIP OF PARTIES.**

It is understood and agreed by and between the parties hereto that COUNTY, in the performance of this AGREEMENT, shall not act nor is it at any time authorized to act, as the agent or representative of CITY in any matter involving or affecting local, state or federal policy. COUNTY further agrees that it will not in any manner hold itself out as the agent or representative of CITY, or act in such a fashion as would give the impression to a reasonable person that COUNTY is acting in such a capacity.

**SECTION 10.          MONITORING AND EVALUATION.**

- A. COUNTY shall furnish all data, statements, records, information, and reports necessary for CITY to monitor, review and evaluate the performance of the Pilot Program, TEAM and components. CITY shall have the right to request the services of an outside agent to assist in any such evaluation. Such services shall be paid for by CITY.
- B. At any time during normal business hours, and as often as may be deemed necessary, CITY or its authorized representatives shall have access to and the right to examine its offices and facilities engaged in performance of this AGREEMENT, and all its records with respect to all matters covered by this AGREEMENT.

**SECTION 11.**      **AMENDMENTS.**

Unless otherwise authorized by this AGREEMENT, amendments to the terms and conditions of this AGREEMENT shall be requested in writing by the party desiring such amendment, and any such amendment shall be effective only upon the mutual written agreement in writing of the parties hereto.

**SECTION 12.**      **WAIVER.**

COUNTY agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed a waiver of any other term or condition contained herein, or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by COUNTY shall not be deemed a waiver of any term or condition of this AGREEMENT.

**SECTION 13.**      **TERMINATION OF AGREEMENT.**

- A. Each of COUNTY's obligations under this AGREEMENT shall be deemed material. If COUNTY fails to perform any of its obligations under this AGREEMENT, in addition to all other remedies provided by law, and as may be specified under this AGREEMENT, CITY may terminate this AGREEMENT upon written notice. Upon termination, COUNTY shall immediately deliver to CITY any and all copies of studies, reports, and data, whether or not completed, which have been prepared by COUNTY or COUNTY's subcontractors, if any, in connection with this AGREEMENT.

- B. CITY's City Manager shall be authorized to terminate this AGREEMENT on CITY's behalf.

**SECTION 14. INTEGRATED DOCUMENT.**

This AGREEMENT embodies the entire AGREEMENT between CITY and COUNTY and its terms and conditions. No verbal agreements or conversations with any officer, agent, or employee of CITY or COUNTY prior to execution of this AGREEMENT shall affect or modify any of the terms or obligations contained in any documents comprising this AGREEMENT.

**SECTION 15. SEVERABILITY OF PROVISIONS.**

If any provision of this AGREEMENT is determined to be illegal in a court of law, the remainder of this AGREEMENT shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

**SECTION 16. CORPORATE AUTHORITY/AUTHORIZED REPRESENTATIVES.**

COUNTY represents and warrants that it has the authority to enter into this AGREEMENT. COUNTY further represents and warrants that its signatory to this AGREEMENT is authorized to execute this AGREEMENT on COUNTY's behalf.

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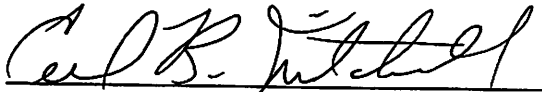
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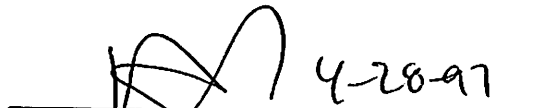
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IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year first herein above set forth.

APPROVED AS TO FORM:


  
CARL B. MITCHELL  
Senior Deputy City Attorney

APPROVED AS TO FORM AND  
LEGALITY:

  
HARRISON D. TAYLOR  
Deputy County Counsel

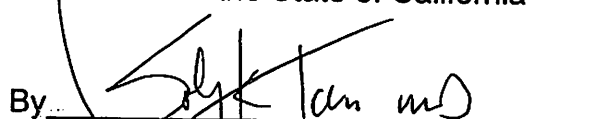
"CITY"

CITY OF SAN JOSE, a municipal  
corporation

By   
NINA S. GRAYSON  
Assistant to the City Manager

"COUNTY"

COUNTY OF SANTA CLARA, a political  
subdivision of the State of California

By   
Name: Soleng Top, M.D.  
Title: Interim Mental Health Director

JRG:CBM:ED  
2/27/97

**EXHIBIT A**  
**SCOPE OF SERVICES**



## **EXHIBIT A SCOPE OF SERVICES**

### **Mobile Mental Health Team Pilot Program**

#### **I. Background**

Over the past five years, as services have been cut back for persons with mental disabilities in Santa Clara County, it has been noted that many individuals end up in the criminal justice system rather than in appropriate mental health treatment. In January of 1996, the County convened a Mental Health Jail Diversion Steering Committee to review the nature of the problem as well as to develop a comprehensive policy to develop alternatives to the incarceration of the mentally ill when appropriate. In its final report, the Committee recommended that the County explore the feasibility of a Mobile Mental Health Team as one mechanism which could be used to ensure more appropriate treatment of the mentally ill when they come into contact with law enforcement personnel.

The Mobile Mental Health Team (TEAM) was envisioned to be a team of trained mental health professionals who would assist Police Officers in the field with evaluating, stabilizing and referring qualified persons with mental disabilities to appropriate support services at the time of the initial law enforcement contact. The expectation is that this intervention would help to avoid unnecessary incarceration as well as provide a vehicle for improved access to treatment. In June, representatives of the County and the City of San Jose met to discuss a possible pilot and it was agreed that a working group would be established to develop a program model for Board and Council approval. An appropriation in the amount of \$267,531 was included in the County's FY96-97 Operating Budget to support this pilot program.

#### **II. Program Objectives**

The primary objective of the pilot program will be to divert qualified persons with apparent mental disabilities from the criminal justice system by providing initial assessments, crisis intervention, and linkage to other mental health services.

#### **III. Term and Operational Structure**

The project shall be a collaborative effort between the Santa Clara Valley Health and Hospital System Mental Health Department and the City of San Jose as set forth in the attached Agreement. It shall be implemented on a pilot basis upon execution of the MOU and shall terminate June 30, 1997. The term of the agreement may be extended upon mutual agreement of the parties.

The TEAM will consist of qualified mental health professionals who will be employed by the County's Mental Health Department. The supervisor of the Team will report to the County's Mental Health Director. Throughout the term of the pilot program, an Advisory Group consisting of representatives from Supervisor Jim Beall's Office, the County Mental Health Department, the San Jose City Manager's Office, and the San Jose Police Department will provide policy oversight and review the effective implementation of the pilot program.

The Advisory Group will also be responsible for preparing and submitting a final evaluation report to the Board of Supervisors and the San Jose City Council at the completion of the pilot.

#### **IV. Target Group**

The intended target for these services are those qualified adult persons with apparent mental disabilities who come to the attention of the San Jose Police Department and can benefit from the Mobile Mental Health Team Pilot Program.

#### **V. Target Area**

The initial target area for this pilot will be San Jose Police District King. At the discretion of the San Jose Police Department's Watch Commander, the Team will be dispatched to other San Jose Police Districts.

#### **VI. Dispatch Procedures and Referrals**

At the request of an officer at the scene, the San Jose Police Department Communications Unit will be responsible for contacting the TEAM and requesting service. Upon arrival, the TEAM will evaluate individuals in the field who appear mentally ill and are at risk of incarceration and attempt to find alternative treatment or placement. San Jose Police and the TEAM will work cooperatively until the situation is resolved with the understanding that the San Jose Police Officer has the ultimate authority on scene and in determining the case disposition. San Jose Police personnel will be responsible for all placement transport that may be required. If it is determined that an individual will be placed on a 5150 hold, the required hold documentation will be completed by the TEAM prior to transport by SJPD to EPS. In addition, the TEAM shall be responsible for making contact with EPS, answering any questions and providing any additional information that may be required prior to the arrival of the transported individual to EPS.

#### **VII. Communications Equipment**

The County of Santa Clara shall provide the TEAM with cellular phones and pagers.

#### **VIII. Staff Qualifications and Hours of Operation**

The TEAM shall consist of three full-time and three half-time experienced mental health workers. To be eligible to serve on the TEAM, applicants must:

- Possess a MFCC or LCSW license; (or appropriate license waiver);
- Possess experience in crisis intervention and mental health services with adult populations;
- A valid California driver's license, good driving record and be eligible for a County driving permit.

In addition, applicants will be required to participate in an extensive hiring and selection process which will include a Ride-Along Assessment by the San Jose Police Department. The San Jose Police Department will be active participants in the hiring and selection process of all prospective employees.

The TEAM will be in service from 10:30 a.m. to 12:30 a.m. daily, including weekends and holidays. Leave time will be covered by other staff working extra hours, overtime, or extra-help. The base of operations for the TEAM will be the County's Mental Health ACCESS unit facility located at 2221 Emborg Lane, San Jose, 95128.

#### **IX. Support**

The Mental Health ACCESS Unit staff will provide necessary clerical support, information and referral and follow up services as needed to the TEAM and the San Jose Police Department.

#### **X. Data Analysis and Reports**

Data requested by either the County or the City of San Jose will be collected by the TEAM supervisor with an Activity and Evaluation report to be completed and submitted to the Advisory Group bi-monthly.

#### **XI. Incidents and Confidentiality**

All program staff will comply with the California Welfare and Institutions Code, Section 5328 regarding patient confidentiality.

Any incidents, procedural concerns, or staff-related complaints are to be reported promptly to the appropriate supervisor. Mental Health staff with concerns related to San Jose Police Department personnel will notify their supervisor or the County Mental Health Director. The supervisor will evaluate the situation and discuss it with the San Jose Police Department Liaison. Police officers with concerns about TEAM members will notify the TEAM supervisor or Watch Commander, who will discuss it with the County Mental Health Director as soon as possible.

#### **XII. Training**

Staff training and development will be an important part of the program's implementation and success. Program staff shall receive 80 hours of training prior to going on duty; back-up staff shall receive at least 20 hours of training. The following areas of training have been identified:

*For Mental Health Mobile Crisis Staff:*

##### Topic

1. Police Procedures
2. Orientation to DOC operations
3. Court Procedures; OR, Probation, Parole, & Public Defender's Office
4. EPS/BAP; Observe EPS, rounds, hearings, etc.
5. Program Objectives and Procedures
6. Evaluation skills, LPS regulations
7. Community resources; (Jsi, Cecil White, Crisis Residential, Service Teams, etc...)
8. Traumatic Brain Injury/OBS
9. Pharmacology/Clozaril Risperdal
10. ADA Requirements
11. Management of Assaultive Behavior

*For Police Personnel:*

An orientation and training program will be developed for San Jose Police Department personnel to familiarize them with the objectives of the program and increase their knowledge related to the assessment, evaluation and referral of persons with mental disabilities to appropriate services. This training shall include a review of confidentiality requirements as well as LPS information training.

#### **XIII. Performance Evaluation Outcome Measures**

At the time of each incident, Police personnel and TEAM members will be asked to evaluate the effectiveness of the intervention in terms of the program's ability to divert the mentally ill from

possible incarceration. There will also be a retroactive longitudinal analysis of the target group to track whether the frequency of arrests, hospitalizations, etc., is decreased as a result of the intervention. On-going performance evaluation and outcome measures will be developed in accordance with the Mental Health Department's and the County's Comprehensive Performance Management efforts. This information will be made available to the Advisory Group upon request.

To evaluate the performance outcomes of the pilot program, the following four success indicators have been identified:

1. The number of avoided incarcerations;
2. The ability of the Team to establish linkages for clients to Mental Health Services;
3. Satisfaction of the San Jose Police Department in relationship to the effectiveness of the team to provide additional mental health services and support;
4. The rate of recidivism.

RESOLUTION NO. 67095

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE DELEGATING TO THE CITY MANAGER THE AUTHORITY TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SANTA CLARA FOR PARTICIPATION IN THE MOBILE MENTAL HEALTH PILOT PROGRAM**

**WHEREAS**, the City of San Jose ("City") desires to participate in a pilot program, the purpose of which is to divert qualified persons with apparent mental disabilities from the criminal justice system by providing initial assessments, crisis intervention and linkage to other mental health services; and

**WHEREAS**, the Mobile Mental Health Team Pilot Program ("Program") is to be a collaborative effort between the County of Santa Clara and the City of San Jose, which will terminate on June 30, 1997 unless extended by mutual agreement; and

**WHEREAS**, the Program will allow City's Police Department to dispatch the Mobile Mental Health Team to individuals in the field who appear mentally ill, and will allow the City's Police and the Mobile Mental Health Team to work cooperatively until the field situation is resolved; and

**WHEREAS**, the City's Police will have the ultimate authority on the scene and in determining the case disposition; and

**WHEREAS**, the City desires to negotiate and execute a Memorandum of Understanding with the County of Santa Clara to participate in the Program;