

**Memorandum of Understanding/ Agreement**

**Participation in Mobile Crisis Response Team Services**

**Parties**

This Memorandum of Agreement (MOA) is made on **Date (MM/DD/YYYY)** between **Exodus Recovery, Inc.**(“Exodus”) and **Name of School District** “Parties” or individually as a “Party”.

**Recitals**

WHEREAS, the County of San Diego’s Health and Human Services Agency (“County”) offers behavioral health services to residents of the County, including responding to urgent and emergency calls involving behavioral health crises;

WHEREAS, the County has contracted with Exodus to operate the Mobile Crisis Response Team (“MCRT”) program which is designed to respond to urgent and emergency behavioral health-related calls in the community, provide a non-law enforcement intervention for individuals of all ages in a behavioral health crisis and to connect them to the most appropriate level of behavioral health care; and

WHEREAS, The County of San Diego Board of Supervisors by Resolution has authorized the local Behavioral Health Director or the Behavioral Health Director’s Designee to designate on behalf of the County members of MCRT to take, or cause to be taken, into custody persons suffering from a behavioral health disorder in accordance with the provisions of Sections 5150 and 5585 of the Welfare and Institutions Code. A copy of the Board Resolution is available by request from the Clinical Directors Office.

WHEREAS, Name of School District provides education to its students and is committed to ensuring the safety and well-being of its students; and

WHEREAS, the Parties recognize the importance of a coordinated response to behavioral health crises involving minors within the school environment; desire to utilize MCRT services to minors experiencing behavioral health crisis in the school environment.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

**Article I: Purpose**

The purpose of this MOA is to outline the responsibility and procedures to be followed when a minor within the school premises is experiencing a behavioral health crisis and the school determines that MCRT services are indicated.

appropriate child protective agency, as mandated by California Penal Code Sections 11164, 11165.9 and 11166. MCRT and all persons employed by MCRT, shall make the report on such abuse, and shall submit all required information, in accordance with California Penal Code Sections 11166 and 11167.

1.11.1. Exodus shall ensure that any person who enters into employment as a health or other practitioner, prior to commencing employment, shall sign, on a form provided by Exodus in accordance with the above minor abuse reporting sections, a statement to the effect that such person has knowledge of, and will comply with these code sections.

## **2. Limitations of Exodus Recovery's Responsibilities**

- 2.1. MCRT will make every effort to obtain consent from parents / guardians however parental consent is not required in order to detain and transport a minor pursuant to §5150/ 5585. Also of note, legally emancipated minors requiring involuntary treatment shall be considered adults. (§Welfare and Institutions Code 5585.59)
- 2.2. The MCRT will not perform any hands-on intervention; if any hands-on intervention is required, the MCRT will divert the matter to Name of School District.
- 2.3. The MCRT will divert callers to PERT or Law Enforcement when MCRT is not available for a timely response and/or the student is reportedly experiencing a behavioral health crisis has a weapon, is in immediate risk of harm to self or others, is having a medical emergency, is involved in serious criminal activity, is known to be wanted in connection with an ongoing criminal investigation, or Law Enforcement was specifically requested.

## **3. Name of School District's Responsibilities**

- 3.1. Refer appropriate calls for MCRT response in accordance with the agreed upon referral criteria for urgent and emergency calls, and all other MCRT and/or School District requirements.
- 3.2. Utilize agreed upon referral criteria developed by School District Steering Committee in collaboration with the County and Exodus
- 3.3. Attempt to notify the minor's parent or guardian as soon as possible when a behavioral health crisis is identified and/or when MCRT referral is submitted.
- 3.4. School shall provide a designated confidential space for MCRT to connect with student, caregiver, school personnel
- 3.5. Facilitate the MCRT's access to the minor. Provide relevant information regarding the minor's mental health status and any known history (records when appropriate) and collaborate with MCRT during the assessment and intervention process.
- 3.6. Provide a contact person(s) and telephone number for Exodus to contact after school hours in the event of any emergencies related to MCRT services from a school referral.
- 3.7. Provide updated maps or directions so that MCRT are aware of where they will be dispatched and identify any restricted areas in the vicinity.
- 3.8. Schools will provide messaging of MCRT services to their faculty, students, and parents/guardians.
- 3.9. If student does not have a consent on file, schools to engage guardian for verbal consent.

4. **Conformance With Rules And Regulations:** The Parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. The Parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
  - a. As agreed MCRT will assess and when appropriate treat students on school property as needed.
  - b. As agreed school districts will follow the San Diego County School Threat Protocol
5. **Governing Law:** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
6. **Third Party Beneficiaries Excluded:** This Agreement is intended solely for the benefit of County and the Name of School District. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
7. **Amendments to Agreement:** Any Party may propose amendments to this Agreement by providing written notice of such amendments to the other party. This Agreement may only be amended by a written amendment signed by all of the Parties.
8. **Severability:** If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the maximum extent permitted by law.
9. **Full Agreement:** This Agreement represents the full and entire agreement between the Parties and supersedes any prior written or oral agreements that may have existed.
10. **Scope of Agreement:** This Agreement only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the Parties, except that the Parties may by written amendment amend the scope of this Agreement.
11. **Information Privacy and Security Provisions:** Each Party to this Agreement will comply with all applicable statutes, regulations, rules, and/or policies and procedures pertaining to privacy and security including but not limited to Welfare and Institutions Code sections 5328, 5150, 5585.50, California Family Code § 6924, § 123115(a)(2), Civil Code section 56.10 *et seq.*, FBI Criminal Justice Information Services (CJIS) Security Policy, California Government Code section 6200 *et seq.*, California Penal Code sections 11142 and 13303, California Vehicle Code section 1080.45, and the Health Insurance Portability and Accountability Act (HIPAA).
12. **Term:** This Agreement shall become effective on the date all of the Parties have signed this Agreement and be in force until October 31, 2025. This Agreement may be renewed for a term specified by one or more of the Parties upon the written agreement of those Parties.
13. **Termination For Convenience:** Either party may terminate this Agreement without cause and at any time upon giving 30 days' prior written notice to the other party. Such termination will be effective on the date stated in the notice.
14. **Counterparts:** This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

**Signatures of Authorized Representatives:**

\_\_\_\_\_  
Exodus Recovery Inc. Staff Signature

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Agreement Partner Authorization Signature

\_\_\_\_\_  
Printed Name & Title:

Date: \_\_\_\_\_

*Remainder of this page is intentionally left blank*