



Agenda Report

22-931

Agenda Date: 8/30/2022

REPORT TO COUNCIL

SUBJECT

Authorize the City Manager to negotiate and execute a Memorandum of Understanding (MOU) with the **County of Santa Clara for a Psychiatric Emergency Response Team** (PERT) program in a form substantially similar to the attached draft MOU

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Over the past decade, there has been an increase in calls for service for persons experiencing mental health crises throughout the region. Over this same timeframe, there has been concern at the county and State level about the overrepresentation of persons with mental illnesses in jails and prisons. The criminal justice system has emphasized diverting individuals with mental health struggles at the earliest point possible, preferably according to the system at the initial point of contact with law enforcement. Meanwhile, law enforcement agencies continue to come across the same individuals experiencing crises.

In 2015, the Police Department coordinated a two-year \$220,000 agreement with the County of Santa Clara Behavioral Health Services Department (BHSD) for intensive case management for up to 20 chronically homeless individuals. This agreement has been amended every two years and expired on June 30, 2022. The Community Development Division is in negotiations with the BHSD for a \$250,000 agreement for intensive case management for chronically homeless individuals, plus \$100,000 for homeless prevention services. If approved, this two-year agreement will expire on June 30, 2024.

In 2017, the County Board of Supervisors approved the development of a BHSD Psychiatric Emergency Response Team (PERT) program. The PERT program was established to provide the highest possible level of service to someone in acute mental crisis before the situation worsens or requires hospitalization. The following year, the County established a pilot Mobile Crisis Response Team (MCRT). The MCRT provides law enforcement agencies throughout the County with in-field response to in-progress crises.

In 2019, the Police Department rebranded the Nuisance Suppression Unit to the Community Response Team (CRT). With the rebranding came a shift in emphasis from nuisance suppression and abatement to expanded goals of crime reduction, addressing long-term public safety issues and promoting community wellness, often among vulnerable communities.

During the same timeframe, numerous law enforcement agencies throughout the United States started pairing police officers with licensed clinicians to respond to calls involving an individual in a

mental health crisis. Retired Police Chief Michael J. Sellers began communicating with BHSD about the Police Department's interest in establishing a PERT and Mental Health Collaboration Program in partnership with the County.

While the Police Department utilizes the MCRT as needed, and collaborates with its two clinicians on unique cases, these resources do not match the demand County-wide. As a result, on November 13, 2018, the Police Department sought City Council approval for the Citizen's Option for Public Safety (COPS) program Supplemental Law Enforcement Services Fund spending plan and the related budget amendment (RTC 18-930); the item passed unanimously. Of the \$307,179 received as part of this funding allocation, \$180,000 was earmarked for a Memorandum of Understanding (MOU) with BHSD to establish a pilot PERT program with a mental health clinician.

While BHSD utilized Mental Health Services Act (Proposition 63) funding to establish PERT partnerships with the Santa Clara County Sheriff's Office, San Jose, Palo Alto and Gilroy Police Departments according to youth suicide statistics and an interest to expand geographical coverage, BHSD's staffing levels precluded their ability to enter into an MOU with the Santa Clara Police Department at that time.

Meanwhile, in December 2020, the CRT expanded to include two Crisis Intervention Specialists (CIS). CIS operates from an unmarked vehicle, officers wear plain clothes, and are tasked with responding to calls for service that may involve a mental, behavioral or emotional health situation, identifying the situation, assisting with coordinating social services and conducting follow-up with family members following the episode. CIS also makes contact with individuals and/or families that have come to the attention of the Police Department where mental health services may be needed. In 2021, the Police Department responded to 1,169 mental health-related events, 31% of which resulted in psychiatric hospitalization. CIS members were able to follow up on 460 reported mental health incidents where collaboration with family members and a connection to resources would be most beneficial.

In January 2022, the Police Department initiated the Special Needs Awareness Program (SNAP). It, too, is designed to improve police interactions with members of the community. SNAP provides first responders with important information when responding to calls for service that involve individuals with special needs. Participation in SNAP is voluntary, and information collected is stored in a confidential database. This database is accessed by public safety dispatchers should an emergency or non-emergency call for service involve the registered individual, their associated vehicle license plate number or address. In this case, relevant information may be disclosed to responding first responders alerting responding personnel of accommodations that may need to be considered upon arrival and/or during the incident.

Training

For years, the Police Department's Training Unit has incorporated innovative strategies to improve the officers' decision-making ability when encountering individuals who resist lawful action. These strategies (e.g. time, distance, cover, etc.) and tactics (e.g. active listening, negotiation, less lethal equipment, etc.) help increase the odds of the City's officers decreasing the intensity of a given situation. These tools are intended to empower officers to assess the risk, evaluate options in response to perceived threats and consider the consequences of alternative responses for better outcomes for officers and the community, ideally with a reduction in the amount of force necessary.

As a result, the Police Department has been meeting and/or exceeding all of the new Federal guidelines for some time through Department policy and/or California State mandates.

Training includes, but is not limited to, Crisis Intervention Training (CIT) among public safety dispatchers and police officers to help recognize signs of suicidal or homicidal ideation, self-injurious behavior, mood disorders, psychotic disorders and substance misuse. CIT programs create connections between law enforcement, mental health providers, hospital emergency services and individuals with mental illness and their families. Through intensive training and these collaborative partnerships, CIT improves communication, minimizes the use of force, increases officer and community safety and identifies mental health resources for those in crisis. CIT is also intended to aid in keeping people with mental illness out of jail through reduced arrests and treatment for recovery.

DISCUSSION

Nationally, psychologists have long played an important role in policing, including assessing the mental health of officer candidates, and counseling officers who may be struggling after experiencing traumatic incidents. Now, after highly visible incidents across the country have brought into question the adequacy of police officers' training to respond to mental health crisis calls, progressive law enforcement agencies are partnering with clinicians to collaborate more closely on emergency responses.

In 2021, it is estimated that approximately 2% of police calls for service in the City of Santa Clara involve an individual behaving erratically or experiencing a mental health crisis; people disabled by substance abuse and/or intoxication is much more difficult to quantify but is undoubtedly greater. The vast majority of these calls do not involve crimes or violence, yet the broader community is ill-equipped to safely and effectively handle the situation. Individuals in crisis often encounter barriers preventing them from receiving the proper services, and unmet attention can result in added reliance on law enforcement. While there has been national attention to make critical support services more accessible, locally there are not services to match demand.

From 2020 through present, a number of local (e.g. lockdown, quarantine, physical distancing, masking), national (e.g. impeachment trial and election protests, stock market crash, wildfires, civil unrest and call for social justice, curfew, unprecedented unemployment, gun violence, Roe vs Wade Supreme Court decision) and global (e.g. pandemic, vaccine rollout) incidents have fostered feelings of uncertainty, fear and loneliness. These factors, alone or combined, have translated into higher levels of psychological distress, stress, anxiety and/or depression.

Year	Police Calls for Service	Police Self-Initiated Calls for Service	Events Involving Use of Force	Number of Incidents that Involved the Discharge of a Firearm	Events with a Mental Health Disposition Code	Events Resulting in a Detention
2019	61,931	17,608	100	1	n/a	n/a **
2020	68,865	18,339	87	0	136 *	n/a **
2021	61,421	14,921	84	0	1,181	371

2022 **	26,044	7,024	53	0	509	172
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**Mental health disposition code added in late-2020 to the computer aided dispatch system in anticipation of implementation of Assembly Bill 953, The Racial and Identity Profiling Act of 2015*

*** Data track more effectively with the establishment of the Police Department’s Crisis Intervention Specialists*

**** Statistics through June 30, 2022*

The proposed MOU between the City and County is intended to support the Police Department’s interest in having a proactive response to the community’s needs and is intended to create another viable alternative to:

- Promote interagency and community collaboration, including working with the City’s new Homelessness Task Force
- Identify prevention and early-intervention strategies
- Increase access to and use of mental health services among underserved groups
- Improve outcomes for consumers using crisis services, including reduced emergency interventions, criminal justice involvement and psychiatric hospitalizations
- Expand upon the Police Department’s access to training and improve law enforcement’s knowledge of mental health issues
- Collect data associated with this new model to guide future experimentation

The clinician will work with the Police Department, crisis services, and communities to support individuals and their families in navigating systems and supports. With specialized knowledge and the ability to engage people who may be at risk for “wellness checks,” access to the clinician may help prevent crises and avoid unnecessary hospitalization, police interactions, and arrests.

The term of this pilot program is defined in the MOU as from execution by both parties until the City’s available appropriation of \$180,000 is exhausted, whichever occurs first. The County shall pay, up front, the fully weighted costs associated with the salary and benefits of the clinician in accordance with the County’s applicable bargaining unit MOU. Meanwhile, the County will invoice the City on a monthly basis for personnel costs of salary and benefits up to \$180,000. The County and Police Department will share other expenses (e.g. laptop, cell phone, training/travel, etc.). The Police Department will provide the clinician with appropriate safety gear, including a fitted protective vest at its sole expense.

The efficacy of this pilot program will be measured by constant data tracking of mental health-related calls for service. This is already standard practice conducted by the Police Department’s Community Response Team and their assigned Crisis Intervention Specialists, meaning a solid baseline of data exists from which to measure the pilot program from.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The Police Department secured an \$180,000 award in Citizen's Option for Public Safety (COPS) program Supplemental Law Enforcement Services Fund dollars to establish a PERT program in collaboration with the County. This one-time funding source will be utilized for this pilot program.

COORDINATION

The report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Authorize the City Manager to negotiate and execute a Memorandum of Understanding (MOU) with the County of Santa Clara for a Psychiatric Emergency Response Team (PERT) program in a form substantially similar to the attached draft MOU

Reviewed by: Pat Nikolai, Chief of Police

Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Memorandum of Understanding (MOU) with the County of Santa Clara

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SANTA CLARA AND THE
COUNTY OF SANTA CLARA
REGARDING THE PSYCHIATRIC EMERGENCY RESPONSE TEAM (PERT)
JUSTICE AND MENTAL HEALTH COLLABORATION PROGRAM**

WHEREAS, the mission of the City of Santa Clara (hereinafter "CITY") is to provide quality public services, facilities and opportunities that create, sustain, and enhance a safe, livable, and vibrant community for its diverse residents, businesses, and visitors. The CITY's Santa Clara Police Department (hereinafter "SCPD") is a progressive and professional organization dedicated to maintaining community partnerships which promote a high quality of life for the City's diverse population; and

WHEREAS, the mission of the County of Santa Clara (hereinafter "COUNTY") is to plan for the needs of a dynamic community, provide quality services, and promote a healthy, safe, and prosperous community for all; and

WHEREAS, COUNTY and CITY seek to collaborate to increase public safety and reduce recidivism among high risk people with mental illnesses and co-occurring mental illness and substance abuse through the Psychiatric Emergency Response Team Justice and Mental Health Collaboration Program (or "PERT Program"); and

WHEREAS, the partners listed above have agreed to enter into a collaborative agreement in which CITY and COUNTY Behavioral Health Services Department (hereinafter "BHSD") will be partners on this collaborative effort to combine the unique resources, skills, experience, and training of personnel from two different professions (law enforcement and mental health services) to provide the best possible response to situations involving persons with mental illness; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding (hereinafter "MOU") setting forth the roles, responsibilities, and services to be provided by the PERT Program; and

WHEREAS, the agencies recognize the need for cross-system collaboration to improve responses and outcomes for individuals with mental illnesses and substance abuse who come into contact with the justice system; and

WHEREAS, the partners recognize the need to increase public safety and to provide rapid intervention to a person in mental health crisis by de-escalating the situation and helping to stabilize the person in the least restrictive way possible, and then striving to get that person the help they need; and

WHEREAS, the partners are committed to providing services to those in need regardless of their ethnicity, gender, gender identity, sexual orientation, origin, religious or political beliefs, and/or creed;

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

ARTICLE 1

TERM; EXTENSIONS; TERMINATION

1.1 Term of Agreement. The initial term of this MOU is from the date the MOU is executed by both parties to December 31, 2023, or until the CITY's available appropriation in the amount of \$180,000 is exhausted, whichever occurs first.

1.2 Extension. This MOU may be extended should this pilot program be successful, the CITY and/or COUNTY identifies funding, and upon a written amendment of this MOU signed by both Parties. Extension of this MOU shall be contingent on COUNTY's review of the use, need, and value of the PERT Program and COUNTY's budget to ensure that the Behavioral Health Services Department (BHSD) PERT clinician(s) can be continued for each successive term.

1.3 Termination without Cause. Any Party may terminate this MOU without cause by providing sixty (60) day written notice.

ARTICLE 2

SCOPE OF SERVICES

2.1 The COUNTY shall provide the following for the PERT Program:

- a. Participate in proactive responses for high-risk individuals with mental illness in conjunction with the SCPD PERT officer(s);
- b. Develop and modify protocols for PERT Program response and information sharing policies and procedures, as necessary;
- c. Identify one (1) full time BHSD clinician (hereinafter "BHSD PERT Clinician), who must be licensed to provide mental health services by appropriate State of California licensing authorities and must participate in a CITY background investigation and fingerprinting, prior to beginning work with the CITY.
- d. Assign the identified BHSD PERT Clinician to work with the SCPD PERT officer(s) to perform the following tasks:
 - 1) Conduct mental health evaluations, assessments, and crisis screening, for persons with serious mental illnesses including clients who are frequent users of emergency psychiatrist services, dual diagnosed clients and clients who are mentally ill;
 - 2) Assist in determining the appropriate disposition supporting individuals' needs and safety;
 - 3) Consult with SCPD PERT officer(s) regarding disposition of individuals and law enforcement issues;
 - 4) Maintain knowledge of the criteria for psychiatric disorders according to the current Diagnostic and Statistical Manual of Mental Disorders;
 - 5) Maintain knowledge of current legal and ethical issues as they relate to mental illness;
 - 6) Maintain licensing as required;
 - 7) Ensure requirements for detention and transportation pursuant to Welfare and Institutions Code (WIC) Section 5150 are met;
 - 8) Provide documentation to the PERT officer(s) supporting the decision to detain and transport a subject pursuant to WIC Section 5150;
 - 9) Assist in coordination of transportation to mental health service centers, or facilities when such support and services would be beneficial (regardless of whether a 72-hour evaluation hold is issued), and there is cooperation from the subject;
 - 10) Maintain a law enforcement security clearance;

- 11) Conduct presentations to inform others about the mission and focus of the PERT Program;
 - 12) Provide mental health training and expertise to other SCPD Department staff.
 - 13) Contribute toward providing metrics related to the PERT Program;
 - 14) Engage in law enforcement activities that are related only to the PERT mission and focus; and
 - 15) Abide by and follow all CITY policies while performing services under this MOU.
- e. Collaborate with the CITY in determining what training, if any, is necessary for the BHSD PERT Clinician during the duration of the MOU; and
 - f. Work with SCPD to identify any trainings that may be provided to officers to assist with appropriately responding to incidents involving individuals with mental illness and substance abuse. Any identified courses and trainings must be certified by POST to ensure a consistent level of quality.

2.2 The CITY shall provide the following for the PERT Program:

- a. Develop a detailed policy, procedure, process, and plan on implementing a specialized police mental health PERT Program;
- b. Expand training for law enforcement to identify and respond to individuals with mental illness and provide cross-training of criminal justice and mental health personnel;
- c. Establish a dedicated SCPD officer(s) to work with the BHSD PERT Clinician;
- d. Participate in the process of identifying the BHSD PERT Clinician to work with SCPD as part of the Community Response Team (CRT);
- e. Assume primary responsibility for site control when responding to a crisis;
- f. Assume role of the primary responder when engaged with BHSD PERT Clinician;
- g. Issue basic tools to BHSD PERT Clinician to perform their duties and provide access to certain CITY facilities.
- h. Determine whether phone consultation or on-site consultation is needed from the BHSD PERT Clinician;
- i. Coordinate training exercises with the BHSD PERT Clinician to ensure proper collaboration when needed during a crisis;
- j. Collaborate with the BHSD PERT Clinician by participating in trainings and meetings to ensure proper understanding of roles and responsibilities during crisis situations;
- k. Facilitate transportation for clients to the appropriate receiving facility when a WIC 5150 hold has been placed by the BHSD PERT clinician in response to a call for service to SCPD;
- l. Agree to provide review on overall effectiveness on BHSD PERT clinician deployments;
- m. Agree to provide information to BHSD PERT clinician regarding individuals who are involved in a crisis incident, when such information provides critical value to the safe resolution of those incidents;
- n. Have an officer on scene with the PERT Clinician to provide the following services:
 - 1) Assess the situation regarding safety for the officer, the BHSD PERT Clinician, the consumer, and bystanders;
 - 2) Provide safety on scene; and
 - 3) Evaluate the subject for any criminal behavior, as appropriate;
- o. Offer referrals or other assistance through the officer and PERT Clinician as the situation warrants, and if needed, assist the individual to the appropriate setting (either voluntarily or involuntarily);
- p. Collaborate with the COUNTY in determining what training, if any, is necessary for the BHSD PERT Clinician during the duration of the MOU;

- q. Modify and enhance policies, procedures, and protocols for the PERT Program and information sharing process, as necessary; and
- r. Work in conjunction with the PERT Clinician, to draft and submit a Monthly Program Narrative Report to County no later than seven (7) days after the end of each month. The Quarterly Narrative Report shall include a summary of the PERT Program's performance goals, milestones achieved, and any issues/concerns encountered during the reporting period.

ARTICLE 3

RELATIONSHIP OF PARTIES AND FINANCIAL REQUIREMENTS

3.1 Relationship of Parties. The COUNTY acknowledges and agrees that the work/services provided by the BHSD PERT Clinician under this MOU are performed as an independent contractor relative to the CITY. The BHSD PERT Clinician is part of the COUNTY workforce and will remain as employee of the COUNTY while providing services under this MOU.

3.2 Funding/Financial Responsibilities. Unless amended by the Board of Supervisors and the Santa Clara City Council, the annual contribution of the COUNTY and CITY to the Pilot Program expenses shall be as follows.

- a. **The COUNTY shall provide the following funding/financial responsibilities:**
 - 1) The COUNTY shall pay, up front, all personnel costs of the PERT Program (i.e., the fully weighted costs of salary and benefits for the BHSD PERT Clinician) in accordance with the COUNTY's memorandum of understanding with applicable bargaining unit.
 - 2) The COUNTY shall procure and supply the BHSD PERT Clinician with a laptop and cellphone. The initial and on-going costs for such equipment, maintenance and/or replacement shall be incurred by the COUNTY. The COUNTY shall retain ownership of the property at the conclusion of the MOU term.
 - 3) The COUNTY shall pay for staff time and benefits as applicable.
 - 4) The COUNTY is not obligated to provide services for which no reimbursement will be made when the CITY's maximum financial obligation has been fully exhausted.
- b. **The CITY shall provide the following funding/financial responsibilities:**
 - 1) The CITY shall reimburse County for the salary and benefits of the BHSD PERT Clinician. The maximum financial obligation of CITY shall not exceed \$180,000. The CITY shall not be liable for any costs above this amount.
 - 2) The CITY shall provide the BHSD PERT Clinician with a fitted protective vest at its sole expense.
 - 3) The CITY shall pay for related expenses such as the registration, meal per diem, and lodging for any required attendance by the BHSD PERT Clinician to any conference, workshop, or training program(s).
- c. Both the COUNTY and CITY shall collaboratively determine what training, if any, is necessary during the duration of the MOU.

1.4 Staffing. The CITY shall be involved with the process for identifying the COUNTY PERT Clinician to work from SCPD as part of the Community Response Team (CRT). The pilot program shall consist of one (1) full time clinician who must be licensed to provide mental health services by appropriate State of California licensing authorities.

- a. The COUNTY PERT Clinician shall be required to participate in a CITY background investigation and be fingerprinted, with subsequent arrest notification, prior to beginning work with the CITY.
- b. The CITY shall issue the COUNTY PERT Clinician basic tools to perform their duties and provide access to certain CITY facilities.
- c. The COUNTY PERT Clinician shall follow all CITY polices while performing services under this MOU.

3.3 Invoicing and Payment. The COUNTY shall be required to create and implement a timekeeping system to account for COUNTY staff time to be validated by CITY staff. In turn, the COUNTY shall invoice the CITY monthly for reimbursement. Both CITY and COUNTY representatives shall be required to monitor the monthly cost for the COUNTY PERT Clinician.

ARTICLE 4 MISCELLANEOUS PROVISIONS

4.1 Collaboration. Both the CITY and the COUNTY have jointly developed this MOU. All PERT Program partners are committed to working together to achieve the stated project goals through monthly meetings designed to develop and implementation, as well as monitor and evaluate the project. PERT Program Partners shall meet informally and as often as needed.

4.2 Record Retention. The CITY and COUNTY shall maintain all documents and records which demonstrate performance under this MOU for a minimum period of three (3) years, from the date of termination or completion of this MOU.

4.3 Compliance with Non-Discrimination and Equal Opportunity Laws: The CITY and COUNTY shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. CITY and COUNTY shall not discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

California Public Records Act. The Parties are public agencies subject to the disclosure requirements of the California Public Records Act ("CPRA"). In the event either Party receives a CPRA request for records related to the PERT program the Parties shall collaborate to comply with the CPRA and to prevent disclosure of exempt records, such as medical or mental health records.

4.4 Records and Confidentiality. Records created by the BHSD PERT Clinician, even while operating in collaboration with CITY, shall be considered County records, free from the control and direction of any other party to this MOU. Such records will be subject to all federal, state, and local laws and regulations regarding the protection of client/patient privacy and confidentiality.

Both Parties agree that all BHSD PERT Clinicians are County employees and shall follow the privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The BHSD shall train all BHSD PERT Clinicians on federal, state, and local policies and procedures with respect to the confidentiality, use and/or disclosure of protected health information of clients as necessary and appropriate for the BHSD PERT Clinicians to perform their functions. The BHSD shall provide BHSD PERT Clinicians with the appropriate Health System(s) policies and procedures, which are subject to change from time to time. The BHSD reserves the right to take appropriate

action for violation of its policies; such action may include immediate termination of any BHSD PERT Clinician who violates Federal, State, or local law and policy.

4.5 Contract Execution. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

4.6 Indemnification and Insurance

- a. Indemnification. In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by Party shall not be shared pro rata but, instead, COUNTY and CITY agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Parties under this MOU.
- b. Insurance. Without limiting the indemnification of either party to this Agreement, each party shall maintain or cause to be maintained throughout the term of the Agreement the following insurance coverage: (i) a policy of commercial general liability with limits of liability not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate; (ii) a policy of automobile liability with limits of liability not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate (iii) a policy of workers’ compensation providing statutory coverage; and (iv) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement. Insurance afforded by a commercial general liability policy shall be endorsed to provide coverage to the other party of the Agreement as an additional insured. Each party to this Agreement shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The requirements of this section may be satisfied by the provision of similar coverage through a self-insurance program.

4.7 Notices. All notices required under the terms of this MOU will be in writing and must be transmitted by electronic mail or deposited in the United States Mail, certified mail, return receipt requested, addressed to the parties as set forth below:

COUNTY OF SANTA CLARA:

Bruce Copley, Director
BHSD Access and Unplanned Services
bruce.copley@hhs.sccgov.org
S. Bascom Ave., Suite 200
San Jose, CA 95128
(408) 885-3957

CITY OF SANTA CLARA:

Rajeev Batra
Office of the City Manager
manager@santaclaraca.gov
1500 Warburton Avenue
Santa Clara, CA 95050
(408)615-2210

By signing below, each agency approves the conditions set forth in this MOU as well as the submitted application and proposed project budget.

“COUNTY” County of Santa Clara

“CITY” City of Santa Clara, a Municipal Corporation and Charter City

DocuSigned by:

Chanthavy Sivongxay

9/19/2022

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Chanthavy Sivongxay Date
Senior Strategic Sourcing Officer

DocuSigned by:

Cynthia Bojorquez

9/1/2022

054CDBE3EF2C45B...

Rajeev Batra Date
City Manager

APPROVED AS TO FORM AND LEGALITY:

APPROVE AS TO FORM AND LEGALITY:

DocuSigned by:

Megan Wheelahan

9/1/2022

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Megan Wheelahan Date
Deputy County Counsel

Luis M. Haro

8/31/2022

Office the City Attorney Date
City of Santa Clara

APPROVED:

DocuSigned by:

Sherri Terao

9/4/2022

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Sherri Terao, E.d. D Date
Director
Behavioral Health Services Department

APPROVED:

DocuSigned by:

Vince Robben

9/5/2022

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Vincent DePaul Robben Date
Health Care Financial Manager County of
Santa Clara Health System