

**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 FOR CALENDAR
YEARS 2026 THROUGH 2028**

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 individuals experiencing a mental health crisis, including individuals 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 individuals 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 experiencing a mental health crisis, including 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 an individual experiencing a mental health crisis by de-escalating the situation and helping to stabilize the individuals in the least restrictive way possible, and then striving to get that individual the help they need; and

WHEREAS, the partners are committed to providing services to those in need in a nondiscriminatory manner such that no individual is turned away based on their ethnicity, gender, gender identity, sexual orientation, origin, religious or political beliefs, age, insurance status, mental health status, disability, and/or creed;

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

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ARTICLE 1

TERM; EXTENSIONS; TERMINATION

1.1 Term of Agreement. The initial term of this MOU is from January 1, 2026, through December 31, 2028, subject to Section 3.2 below, and CITY budget appropriations.

1.2 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 experiencing a mental health crisis 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 do all of the following:
 - 1) Be Maintain licensure to provide mental health services (issued by appropriate State of California licensing authorities) in good standing for the entirety of the time period he/she works with CITY;
 - 2) Successfully complete a CITY background investigation and fingerprinting prior to beginning work with the CITY;
 - 3) Secure and maintain law enforcement security clearance for the entirety of the time period he/she works with CITY;
 - 4) Maintain knowledge of the criteria for psychiatric disorders according to the current Diagnostic and Statistical Manual (DSM) of Mental Disorders; and
 - 5) Maintain knowledge of current legal and ethical issues as they relate to mental illness;
- 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 individuals with serious mental illnesses including individuals who are frequent users of emergency psychiatrist services, dual diagnosed individuals and individuals 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) Ensure requirements for detention and transportation pursuant to Welfare and Institutions Code (WIC) Section 5150 are met;
 - 5) Provide documentation to the PERT officer(s) supporting the decision to detain and transport a subject pursuant to WIC Section 5150;

- 6) 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 individual;
 - 7) Conduct presentations to inform the community about the mission and focus of the PERT Program;
 - 8) Provide mental health training and expertise to other SCPD Department staff;
 - 9) Contribute toward providing metrics related to the PERT Program;
 - 10) Provide mental health services for law enforcement activities that are related only to the PERT mission and focus; and
 - 11) 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 and recommend available trainings for officers to assist with appropriately responding to incidents involving individuals with mental illness and substance abuse. Any identified training courses must be certified by Peace Officer Standards Training (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. Provide 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. PERT Clinician shall be accompanied by an SCPD sworn officer during mental-health field responses;
- d. Participate in the process of identifying and approving the BHSD PERT Clinician assigned 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 desk, telephone, and office supplies to BHSD PERT Clinician to perform their duties and provide access to Police Department headquarters;
- 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, which exercises shall be approved and mandated by COUNTY, 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 individuals 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. Provide COUNTY with a review of the overall effectiveness of the BHSD PERT Clinician deployment for the CITY at a time and in a manner determined by the City, with consideration of input on standard metrics by the COUNTY;
- 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 BHSD PERT Clinician to assess and provide safety and security.
- o. Offer referrals or other assistance through the officer and BHSD PERT Clinician as the situation warrants, and if needed, assist the individual to the appropriate setting (either voluntarily or involuntarily); and
- p. Work in conjunction with the PERT Clinician, to draft and submit a Quarterly Program Narrative Report to County no later than seven (7) days after the end of each quarter. 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 for all purposes while providing services under this MOU. COUNTY has and maintains full rights to supervise and manage BHSD PERT Clinician. CITY shall not perform any management functions over BHSD PERT Clinician such as performance evaluation or discipline. Except as set forth in Section 2.2 above, CITY shall not direct the manner in which BHSD PERT Clinician provides services. BHSD PERT Clinician shall not represent themselves to CITY employees or members of the public as a CITY employee, and shall represent themselves as a COUNTY employee. BHSD PERT Clinician must promptly report any perceived violation of this section by a CITY employee to COUNTY and COUNTY must promptly report same to CITY. COUNTY will inform and train BHSD PERT Clinician on the requirements of this Section.

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

- a. **The COUNTY shall provide the following funding/financial responsibilities:**
 - 1) The COUNTY shall pay, upfront, all personnel costs of the PERT Program (i.e., the fully weighted costs of salary, benefits, and any

training for the BHSD PERT Clinician), and all associated costs of employment (i.e., payroll taxes and worker's compensation) in accordance with the COUNTY's memorandum of understanding with the applicable bargaining unit. CITY is not responsible in any respect for COUNTY'S compliance with MOU provisions applicable to BHSD PERT Clinician.

- 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 invoice the CITY for the previous month to pay for staff time, benefits, and any training 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 will pay invoices received from the COUNTY for the personnel costs of the PERT Program (i.e., the fully weighted costs of salary, benefits, and any training for the BHSD PERT Clinician assigned to the CITY), as well as a cost for the legally required supervision of the Clinician, at a rate that is in accordance with the COUNTY's memorandum of understanding with the applicable bargaining unit. If the collective bargaining agreement is modified during the term of this agreement, the maximum increase to the rate charged to CITY shall be 5%. No part of the rate charged to the CITY shall be attributable to general overhead costs of the COUNTY as per Government Code 51350.
- 2) For any period of time in which there is no BHSD PERT Clinician assigned to the CITY, there shall be no payment due from the CITY.
- 3) The CITY shall provide the BHSD PERT Clinician with a fitted protective vest at its sole expense.
- 4) If CITY and COUNTY jointly determine that the BHSD PERT Clinician should attend a conference, workshop or training program, then CITY shall reimburse COUNTY for associated expenses such as registration, meal per diem, and lodging in accordance with the CITY policy for such reimbursements.
- 5) The CITY'S maximum financial obligation under this agreement shall be \$269,343 per year, or \$808,029 for a period of three years, subject to annual identification of a funding source and budget appropriation. CITY's failure to or inability to identify an approved funding source, or to secure the necessary annual budget appropriation, shall not constitute the basis for liability.

- c. Both the COUNTY and CITY shall collaboratively determine what training, if any, is necessary during the duration of the MOU.

3.3 Staffing. The CITY shall be involved with the process of identifying and approving one (1) COUNTY BHSD PERT Clinician who must be licensed to provide mental health services by appropriate State of California licensing authorities. CITY'S involvement shall include review of the applicants' resumes and participation on the interview panel.

- a. If the identified COUNTY BHSD PERT Clinician has previously (within the past three years) completed another City's background investigation and fingerprinting requirements, the COUNTY BHSD PERT Clinician shall be allowed to work in full capacity as the identified COUNTY BHSD PERT Clinician for CITY pending CITY's successful completion of its own background investigation and fingerprinting requirements. The CITY shall notify COUNTY when the CITY's background investigation and fingerprinting requirements are complete for the COUNTY BHSD PERT Clinician.
- b. Subject to applicable laws, CITY may inform COUNTY if CITY determines that BHSD PERT Clinician is unacceptable, such as CITY'S determination that such individual (i) is not performing his or her responsibilities to CITY'S reasonable satisfaction, (ii) has violated any term or condition of this Agreement, (iii) has engaged in behavior that constitutes serious misconduct or an immediate risk to health or safety of CITY employees or members of the public, or (iv) does not pass the background check process that may be required. In such a circumstance, CITY may request the replacement or removal of BHSD PERT Clinician from service to CITY under this agreement. Following such a request, the CITY and the COUNTY will meet and confer and mutually agree on an appropriate action or orderly transfer to a new BHSD Clinician. CITY shall cooperate with any investigation by COUNTY for any disciplinary action that the COUNTY may take related to the removal of the BHSD PERT Clinician.

ARTICLE 4

MISCELLANEOUS PROVISIONS

4.1 Collaboration. Both the CITY and the COUNTY have jointly developed this MOU and are committed to working together to achieve the stated project goals through monthly meetings designed to monitor and evaluate the project. The Parties 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 four (4) 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.

4.4 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.

4.5 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.

4.6 Contract Execution. Unless otherwise prohibited by law or CITY 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. This MOU may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each one shall be deemed an original.

4.7 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, council 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 and to the extent 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, employees, 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, council 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. COUNTY waives any right for workers' compensation and related insurance or reimbursement expense, against CITY, its officers, elected and appointed officials, employees, attorneys, agents, or volunteers, which might arise by reason of payment(s) made by COUNTY to or for or on behalf of COUNTY employee (BHSD PERT Clinician) for any injury of any type suffered or allegedly suffered, by COUNTY employee during performance of services under this Agreement.
- c. 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 (such as professional liability or malpractice insurance) or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under this 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.

4.8 Notices. All notices required under the terms of this MOU will be in writing and must be transmitted by electronic mail addressed to the parties as set forth below:

COUNTY OF SANTA CLARA:

Soo Jung, Director
Cross Systems Initiatives & Housing
soo.jung@hhs.sccgov.org
South Bascom Avenue, Suite 200
San Jose, CA 95128
(408) 885-3885

CITY OF SANTA CLARA:

Jōvan D. Grogan
Office of the City Manager
manager@santaclaraca.gov
1500 Warburton Avenue
Santa Clara, CA 95050
(408) 615-2210
With concurrent copies to:
cityattorney@santaclaraca.gov
AND
cmorgan@santaclaraca.gov

4.9 Miscellaneous provisions.

- a. No Agency. It is understood that each of the Parties operate independently from one another and cannot enter into agreements or contracts as joint venturers, joint employers, or agents of the other. It is expressly understood and agreed that none of the Parties are in any way or for any purpose an agent of each other related to this MOU.
- b. No Assignment. No party to this MOU can assign any portion of this MOU without the other Parties' prior written consent, unless otherwise stated herein.
- c. Entire Agreement. This MOU contains the entire agreement of the Parties with respect to the matters contained herein, and each party acknowledges there were no other oral agreements, representations, warranties, or statements of fact made prior to or at the time of the signing of this Agreement.
- d. Severability. If any term or provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- e. Waiver. Waiver by any Party of any portion of this MOU shall not constitute a waiver of the same or any other portion hereof.

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“COUNTY” County of Santa Clara

**“CITY” City of Santa Clara, a
Chartered Municipal Corporation**

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

Jōvan D. Grogan Date
City Manager

**APPROVED AS TO FORM AND
LEAGLITY**

APPROVE AS TO FORM

Deputy County Counsel Date

Glen R. Googins Date
City Attorney

APPROVED:

Vincent DePaul Robben Date
Health Care Financial Manager
County of Santa Clara Health System
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By signing below, each agency approves the conditions set forth in this MOU as well as the submitted application and proposed project budget.