

62. Approve four revenue agreements in the total amount of \$496,441 with the Cities of Santa Cruz and Watsonville for various behavioral health support services, and take related actions ()



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: Health Services Agency

Subject: Revenue Agreements with the Cities of Santa Cruz and Watsonville for Behavioral Health Support Services

Meeting Date: June 10, 2025

Formal Title: Approve four revenue agreements in the total amount of \$496,441 with the Cities of Santa Cruz and Watsonville for various behavioral health support services, and take related actions

Recommended Actions

1. Approve renewal of a revenue agreement with the City of Santa Cruz, Contract No. 25R0140, in the amount of \$178,200 for Homeless Outreach, Proactive Engagement and Services related programs;
2. Approve renewal of a revenue agreement with the City of Santa Cruz, Contract No. 25R0948, in the amount of \$150,390 for Mental Health Liaison Services to the City of Santa Cruz Police Department;
3. Approve Amendment No. 12 to a revenue agreement with the City of Santa Cruz, Contract No. 25R0554, in the amount of \$97,198 for Downtown Outreach Program services;
4. Approve renewal of a revenue agreement with the City of Watsonville, Contract No. 25R0139, in the amount of \$70,653 for Mental Health Liaison Services to the Watsonville Police Department; and
5. Authorize the Health Services Agency Director or designee to sign each of the four revenue agreements.

Executive Summary

Over the last several years, the Health Services Agency (HSA) Behavioral Health Division (BHD) has maintained three (3) different revenue agreements with the City of Santa Cruz and one (1) revenue agreement with the City of Watsonville for behavioral health support services. These agreements were approved on the Fiscal Year (FY) 2024-25 Continuing Agreements List (CAL); however, delays in negotiations postponed finalizing of the agreements until after the cutoff for agreements to be submitted under the CAL authority.

Discussion

BHD provides ongoing behavioral health support services to the Cities of Santa Cruz and Watsonville through separate revenue agreements, which are renewed annually, as detailed below.

City of Santa Cruz, Contract No. 0140: This agreement, in the amount of \$178,200, pays for 0.5 full-time equivalent (FTE) field based Mental Health Client Specialist (MHCS) I clinician as well as subsidizes a portion of BHD's costs associated with Sober Living Environments. These services support Homeless Outreach, Proactive Engagement and Services (HOPES) related programs.

City of Santa Cruz, Contract No. 0948: This agreement, in the amount of \$150,390, pays for a portion of 2.0 FTE Senior MHCS who serve as Mental Health Liaisons (MHLs) with the Santa Cruz Police Department, providing mental health outreach and crisis support services.

City of Santa Cruz, Contract No. 0554: This agreement, in the amount of \$97,198, pays for a portion of BHD's costs for the Downtown Outreach Program operated by Encompass Community Services. Renewal of the agreement is completed through an annual amendment for the current fiscal year.

City of Watsonville, Contract No. 0139: This agreement, in the amount of \$70,653, will pay 50% of the estimated cost for 1.0 FTE Sr./MHCS who serves as a Mental Health Liaison (MHL) with the Watsonville Police Department. This contract had been renewed in a status quo format, without the overall amount increasing, for several years. The \$20,653 increase in the FY 2024-25 contract renewal brings the City's contribution back to 50% of the position costs. The remaining FY 2024-25 costs for this position are funded by Department of Health Care Services/Crisis Care Mobile Unit grant funding.

These agreements were approved on the FY 2024-25 CAL, however delays in negotiations postponed finalizing of the agreements until after the cutoff date for agreements to be submitted under CAL authority, requiring Board approval of their renewals in order to state a commencement date of July 1, 2024. As has occurred for the past several years, the vital Behavioral Health services financed by these revenue agreements have been continued in good faith from the outset of this fiscal year while negotiations continued. The revenues from these agreements will be compensating HSA BHD for services provided throughout FY 2024-25.

Financial Impact

These contract renewals will reimburse BHD for costs, as described above, already incurred through the normal provision of services. These revenues are included in HSA BHD's FY 2024-25 Approved Budget in the amounts and accounts as follows: Contract No. 25R0140: \$178,200 under account 363101/42384; Contract No. 25R0948: \$150,390 under account 363101/41150; Amendment No. 12 to Contract No. 25R0554: \$97,198 under account 363101/41150; and Contract No. 25R0139: \$70,653 under account 363101/41150. No new County General Funds are needed nor requested.

Strategic Initiatives

Operational Plan - Comprehensive Health & Safety

Submitted By:

Jennifer Herrera, Interim Director of Health Services

Recommended By:

Carlos J. Palacios, County Executive Officer

Artificial Intelligence Acknowledgment:

Artificial Intelligence (AI) did not significantly contribute to the development of this agenda item.

**MEMORANDUM OF UNDERSTANDING FOR THE HOPES Team (Homeless
Outreach, Proactive Engagement and Services)**

Among the following governmental agencies (Parties):

**City of Santa Cruz (Hereafter referred to as CITY)
County of Santa Cruz (Hereafter referred to as COUNTY)**

For the period July 1, 2024 through June 30, 2025

This Agreement is executed with the effective date of July 1, 2024 ("Effective Date"), by and between the City of Santa Cruz (hereinafter referred to as City), and the County of Santa Cruz (hereinafter referred to as County) (collectively referred to as the Parties).

Recitals

WHEREAS, on December 3, 2013, the fourteen members of the Santa Cruz City Public Safety Citizen Task Force (Task Force) transmitted their final report and policy recommendations to the Santa Cruz City Council.

WHEREAS, the Task Force recommended "that the City collaborate in developing a strategic multi-disciplinary team (enforcement, criminal justice, drug treatment, social service providers) to identify individuals repeatedly exhibiting behaviors and crimes harmful to the community (i.e., the "top offenders") as identified by Santa Cruz Police Department (SCPD). This strategic team will develop an intervention and accountability plan on a case-by-case basis for each offender in order to reduce criminal behavior and harm to the community. The overall goal of the team would be to reduce recidivism and crime in the City. The strategic team would work with Santa Cruz Police Department (SCPD) to identify those that are generating the most calls for services, arrests, and municipal code infraction citations."

WHEREAS, in April 2014, in response to the Task Force report and recommendations, the late District Attorney Bob Lee, in partnership with Santa Cruz City Attorney, John Barisone, and other community leaders implemented the eight-month pilot Downtown Accountability Program (DAP).

WHEREAS, the DAP multi-disciplinary team was managed by staff from the Santa Cruz City Manager's Office and included staff from the Santa Cruz County District Attorney's Office, Probation Department, and Health Services Agency (HSA); Santa Cruz City Attorney's Office and Police Department; Santa Cruz Homeless Services Center; and Encompass Community Services.

WHEREAS, direct costs for the eight-month DAP pilot were funded in equal shares by the City of Santa Cruz and County of Santa Cruz.

WHEREAS, all DAP pilot participating agencies provided in-kind staffing resources to support the implementation and operation of the program.

WHEREAS, due to the initial reported success of the DAP eight-month pilot, both the Santa Cruz County Board of Supervisors and Santa Cruz City Council voted unanimously to extend the pilot through fiscal year 2014-15.

WHEREAS, in June 2015, both the Santa Cruz County Board of Supervisors and Santa Cruz City Council voted unanimously to fund the direct cost of the program for fiscal year 2015-16 and scale the program beyond Downtown Santa Cruz.

WHEREAS, in June 2016, both the Santa Cruz County Board of Supervisors and the Santa Cruz City Council voted unanimously to continue to fund the direct cost of the program for an additional year, through June 30, 2017.

WHEREAS, DAP was renamed the Bob Lee Community Partnership for Accountability, Connection & Treatment (PACT) in honor of the late District Attorney Bob Lee.

WHEREAS, the Homeless Outreach, Proactive Engagement and Services (HOPES) Team was created in early 2018 to provide Homeless Outreach, Proactive Engagement and Services to homeless individuals across Santa Cruz County and those individuals who have criminal justice contacts/arrests may be referred to the PACT Court for monitoring and supervision.

NOW, THEREFORE, the City of Santa Cruz and the County of Santa Cruz (Parties) hereby agree as follows:

1. Recitals

The above recitals are restated and incorporated as though fully set forth herein.

2. The Specific Purpose of this Memorandum of Understanding

This Memorandum of Understanding (MOU) affirms the mutual support that each agency or organization will provide in support of the HOPES Team through in-kind staffing resources, contracted services and direct funding as specified in this agreement.

This MOU details the principles under which the Parties plan to manage, implement, and operate the HOPES Team. It outlines the mission of the HOPES Team, the program's specific objectives and goals, the organizational structure, data and information sharing requirements, and the cost of operation for fiscal year 2024-2025.

3. HOPES Mission and Objectives

Mission

The Parties acknowledge that the mission of the HOPES Team is to provide outreach, stabilization, linkage and support to homeless individuals in Santa Cruz County with a suspected mental health and/or substance use disorder who are not already connected to services. The HOPES team is designed to outreach and link unconnected homeless individuals to the most appropriate service needs with the goal of improving quality life and supporting the integration back into the community.

HOPES Team Objectives

- Increase linkages to substance use disorder, mental health and medical services.
- Provide opportunities to homeless individuals to access shelter and housing navigation services.
- Improve the quality of life of the individuals in the program and the community as a whole.

4. HOPES Management and Policy Oversight

The Parties acknowledge and agree that the HOPES Team, including HOPES employees, agents, volunteers, or subcontractors, shall not be considered an agent or employee of the City of Santa Cruz for any purpose.

The CITY and COUNTY shall provide general management and policy oversight of HOPES according to the following organizational structure:

Planning, Coordination, and Lead Administration

The CITY and COUNTY shall provide planning, coordination and lead administration of HOPES in the following capacity:

The HOPES Program Manager, under the direct supervision of the Director of Adult Behavioral Health Services and in coordination with HSA staff, CITY & COUNTY Partners and Superior Court Staff, shall perform planning, coordination and lead administration duties.

Specialty Court Division of Superior Court

The Specialty Court Division of the Superior Court is charged with providing the PACT court clinical and criminal justice operational guidance. The Specialty Court shall track program outcomes on a yearly basis and report such outcomes via the Specialty Court Partners meetings.

5. The City's Commitment, Responsibilities, and Resource Contributions

For fiscal year 2024-2025, the CITY shall pay to the COUNTY funds in an amount not to exceed one hundred seventy-eight thousand, two hundred dollars (\$178,200) for:

1. The provision of direct funding for a portion of the designated treatment and Sober Living Environment housing costs.
2. The provision of partial funding for a Mental Health Client Specialist position designated for HOPES services.

6. The County's Commitment, Responsibilities, and Resource Contributions

Responsibilities of the COUNTY include:

1. The COUNTY shall provide the direct funding for three (3) Senior/ Mental Health Client Specialists and one (1) Behavioral Health Program Manager Specialist.
2. The COUNTY shall provide a staff person to fulfill the role of liaison between the CITY, Encompass, the Case Managers contracted by HSA, and the COUNTY.

The County shall contract to provide the following HOPES Team staff:

Behavioral Health Program Manager:

- Ensure program compliance with applicable federal, state laws and regulations and local ordinances, policies and procedures.
- Develop partnerships and coordinate service with external partners such as street outreach workers, housing advocates, landlords, employers, treatment facilities, etc.

Behavioral Health Supervisor:

- Monitor all PACT clients, perform prompt intakes/assessments, and share appropriate information with the PACT team.
- Develop partnerships and coordinate service with external partners such as street outreach workers, housing advocates, landlords, employers, treatment facilities, etc.
- Work with PACT Court Team members to make recommendations regarding custody, conditional release terms, etc.
- Gather, input and track all data points required for the Applied Survey Research (ASR) evaluation contract.

HOPES Team Members:

- Maintain regular contact with clients, including visiting clients on the street, in jail, at a shelter, or in the home.
- Reinforce the client's plan for success at each contact and determine barriers that need to be removed for success.
- Manage the client's treatment plan including the streamlining of treatment entry, release and paperwork.
- Act as an advocate for and assist clients in obtaining housing, medication and medical treatment, transportation, medical/financial benefits, mental health/substance abuse treatment, work release/work programs, etc.
- Ensure program compliance with applicable federal, state laws and regulations and local ordinances, policies and procedures.
- Perform housing and benefit-related tasks.

The County shall provide the following in-kind contributions:

Mental Health Liaison to provide mental health feedback and recommendations for clients; and the Downtown Outreach Worker to provide outreach support to prospective and case managed clients.

7. Data and Information Sharing

In order to fully evaluate the effectiveness of PACT, to the extent possible all Parties will share data on clients and outcomes to support the program's operations and measures of success, within the limitations of law and internal policy. Data sharing is supported by a comprehensive Release of Information/Waiver to comply with HIPAA and the California Welfare and Institutions Code requirements. The Parties agree to use at least the same care and precaution in protecting this shared information as it uses to protect its own confidential information, and in no event less than reasonable care.

8. Indemnification

1. The CITY shall exonerate, indemnify, defend, and hold harmless COUNTY (including, without limitation, its officers, agents, employees and volunteers) from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it/them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CITY's performance under the terms of this MOU, excepting any liability arising out of the sole negligence or willful misconduct of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of the CITY and third persons.
2. The COUNTY shall exonerate, indemnify, defend, and hold harmless CITY (including, without limitation, its officers, agents, employees and volunteers) from

and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it/them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the COUNTY's performance under the terms of this Agreement, excepting any liability arising out of the sole negligence or willful misconduct of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of the COUNTY and third persons.

3. In the event of concurrent negligence of the CITY, its officers and/or employees, and COUNTY, its officers and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property, which arises out of the terms and conditions of this MOU shall be apportioned according to the California theories of comparative negligence and/or equitable indemnity, as applicable.
4. The duty of the CITY and COUNTY to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Insurance

Each of the Parties represents and warrants that it is insured to honor its respective indemnification obligations provided herein and that the indemnifying party's insurance coverage shall be the primary insurance as respects the other Party.

10. Equal Employment Opportunity

During and in relation to the performance of this MOU, the Parties agree to the following:

1. There shall be no discrimination against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates or pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
2. In the event of non-compliance with the non-discrimination clauses of this agreement or with any of the said rules, regulations, or orders the non-compliant Parties may be declared ineligible for further contracts with the COUNTY.

11. Term and Termination

1. Unless modified or terminated, the term of this MOU is for the period of July 1, 2024 through June 30, 2025. Any party may elect to terminate this MOU by giving written notice to the other party sixty (60) days at any time prior to the renewal term period.
2. Each party reserve the right to terminate this MOU without penalty or liability due to inadequate legislative appropriation or sufficient funds for services related to this MOU.
3. Upon termination, the parties will each be responsible for payment of the services up to the effective termination date; and thus the CITY, if it is the terminating party, shall be entitled to a reimbursement of the portion of its financial contribution for services not yet received.
4. All indemnity and record retention obligations shall survive termination of this MOU.
5. Upon mutual written agreement by both Parties, this MOU may continue for ninety (90) days after June 30, 2025 until another agreement is negotiated and supersedes it and is approved in writing by the COUNTY and CITY.

12. Modification of this MOU

The terms of this MOU may be modified by written mutual agreement of the Parties to the MOU.

13. Business Services Addendum

1. This Business Services Addendum (this "Addendum") is entered into by and between COUNTY and the CITY in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. Seq., and regulations promulgated thereunder, governing protected health information ("PHI"), as amended from time to time (statute and regulations hereinafter collectively referred to as "HIPAA").
2. COUNTY and the CITY each consider and represent themselves as covered entities as defined in HIPAA legislation and agree to use and disclose protected health information as required by law.
3. All involved parties shall maintain compliance with all applicable federal, state and local statutes, regulations, policies, procedures and ordinances in providing client services, documentation, handling of private health information, patient confidentiality, and billing services.

14. Miscellaneous


1. Complete Agreement. This MOU, along with any attachments, is the full and complete integration of the Parties' agreement. The Parties agree that this MOU supersedes any previous written or oral agreements between the Parties pertaining to the subject matter thereof, and any modifications to this MOU must be made in a written document signed by all Parties. Any arbitration, mediation, or litigation arising out of this MOU shall occur only in the COUNTY, notwithstanding the fact that one of the Parties may reside outside the COUNTY.
2. Severability. The unenforceability, invalidity or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable or invalid.
3. Warranty of Authority. The signatories to this MOU warrant and represent that each is authorized to execute this MOU and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this MOU.
4. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU, which is effective the day and year first above written.

COUNTY OF SANTA CRUZ

Approved as to Form:

DocuSigned by:


Office of the County Counsel

Date 5/12/2025

COUNTY OF SANTA CRUZ

Health Services Agency Director or Designee

Date _____

COUNTY OF SANTA CRUZ

Approved as to Insurances:

Signed by:


Risk Management

Date 5/12/2025

CITY OF SANTA CRUZ


APPROVED AS TO FORM:

DocuSigned by:


City Attorney

Date 5/16/2025

CITY OF SANTA CRUZ

Signed by:


Matt Huffaker, City Manager

Date 5/20/2025

Certificate Of Completion

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Status: Sent

Subject: Contract 25R0140 (25-1671) 6/10/2025 BOS

Source Envelope:

Document Pages: 9

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 0

HSA Admin Processing

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

hsa.adminprocessing@santacruzcountycalifornia.gov

IP Address: 73.158.132.136

Record Tracking

Status: Original

Holder: HSA Admin Processing

Location: DocuSign

5/9/2025 4:38:28 PM

hsa.adminprocessing@santacruzcountycalifornia.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

Signer Events

John Nguyen

John.Nguyen@santacruzcountycalifornia.gov

Lead Assistant County County Counsel

Security Level: Email, Account Authentication (None)

Signature

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Timestamp

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Gina Borasi

GINA.BORASI@SANTACRUZCOUNTYCA.GOV

Risk Manager

County of Santa Cruz

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Tony Condotti

tcondotti@abc-law.com

Security Level: Email, Account Authentication (None)

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Matt Huffaker

mhuffaker@santacruzcalifornia.gov

City manager

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Michael McLay
Michael.McLay@santacruzcountyca.gov
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Todd Guin
Todd.Guin@santacruzcountyca.gov
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Electronic Record and Signature Disclosure		

**AGREEMENT
BETWEEN THE COUNTY OF SANTA CRUZ
AND THE CITY OF SANTA CRUZ
FOR THE SANTA CRUZ POLICE DEPARTMENT MENTAL HEALTH LIAISON**

This Memorandum of Agreement is executed with the effective date of July 1, 2024 ("Effective Date") by and between the County of Santa Cruz, hereafter referred as the COUNTY and the City of Santa Cruz, hereafter referred to as the CITY for the purpose of defining the relationship between the COUNTY and the CITY related to the provision of mental health outreach and crisis support services delivered through the County's Mental Health Liaisons to the City of Santa Cruz Police Department (SCPD). COUNTY and CITY may be referred to individually as a "Party" and collectively, as the "Parties."

RECITALS

WHEREAS, the parties named above have identified a need in the City of Santa Cruz and County of Santa Cruz for provision of mental health outreach, field crisis intervention, rapid response to mental health assessment requests from public safety officials and mental health consultation for individuals living within the CITY, and

WHEREAS, the CITY has indicated a need for downtown mental health support to ensure resources, services, and crisis intervention are provided to mentally ill individuals in the downtown area and elsewhere in the CITY; and

WHEREAS, since 1994, the CITY, via the former Redevelopment Agency, contracted with the COUNTY for a Downtown Outreach Worker (DOW) to provide homeless outreach and crisis intervention services in downtown Santa Cruz; and

WHEREAS, in its Fiscal Year 2022-23 Budget, the City Council authorized funding to share with the COUNTY the costs for DOW services (memorialized in a separate MOU), and the COUNTY contracted with Encompass Community Services to provide DOW staffing; and

WHEREAS, the City Council also authorized participation in and sharing in the funding with the County for the two (2) Mental Health Liaisons designated to serve the SCPD and to collaborate with public safety officials at the Santa Cruz Police Department; and

WHEREAS, the CITY and COUNTY intend to enter into this Agreement to reinstate this critical service from July 1, 2024 to June 30, 2025 with renewals possible between the parties annually thereafter, upon evidence of program success and to the extent their respective budgets allow.

AGREEMENT

IT IS THEREFORE AGREED between the CITY and the COUNTY to incorporate the above Recitals hereto and agree as follows:

I. **ROLE OF THE PARTIES:**

A. **COUNTY:**

1. The COUNTY shall provide funds in an amount not to exceed an annualized contribution of two hundred five thousand six hundred forty-one dollars (\$205,641) toward the three hundred fifty-six thousand thirty-one dollar (\$356,031) annualized cost of two SCPD Mental Health Liaison positions to provide special deployment and rapid response to SCPD service requests and field crisis intervention related to mental health issues, for the period from July 1, 2024 to June 30, 2025.
2. The COUNTY shall participate in the selection of qualified candidates for the SCPD Mental Health Liaison (MHL) positions who possess relevant experience and training.
3. The COUNTY shall designate a staff person, within County Behavioral Health, to fulfill the role of liaison between the CITY and the COUNTY, and this liaison shall be the contract manager for the SCPD Mental Health Liaison. The contract manager will be designated by the Director of Behavioral Health Services for Santa Cruz County.
4. The COUNTY contract manager shall conduct periodic meetings with the CITY, SCPD, and supervisory staff and directly with the MHLs for the purpose of reviewing the effectiveness of the program in accordance with the terms and conditions of this Agreement as well as the program deliverables.
5. For individuals determined eligible for COUNTY supported mental health and substance use disorder services, including residential, crisis and inpatient services, the COUNTY shall work with the SCPD Mental Health Liaisons to ensure timely access to these programs and services.
6. The COUNTY will be responsible for payroll related matters and provision of employment benefits to the Mental Health Liaisons as they are employees of the COUNTY.
7. The COUNTY will ensure that its employees, the MHLs, will comply and fulfill the scope of their duties in accordance with Attachment A. The COUNTY shall be responsible for the conduct and actions of its employees, the MHLs. The COUNTY agrees to waive any right to subrogation in favor of the CITY for all work performed by the COUNTY's employees.

B. CITY:

1. The CITY shall pay to the COUNTY funds in an amount not to exceed an annualized contribution of one hundred fifty thousand three hundred ninety dollars (\$150,390) toward the three hundred fifty-six thousand thirty-one dollar (\$356,031) annualized cost of two Mental Health Liaison (MHL) positions designated to provide special deployment and rapid response to SCPD

service requests and field crisis intervention related to mental health issues, for the period from July 1, 2024 to June 30, 2025.

2. The CITY shall participate in the review and selection of a qualified candidates for the SCPD MHL positions by participating in the interview and selection process.
3. The CITY shall provide in collaboration with SCPD, safety training for the MHLs related to protocols for civilians working with law enforcement and will assess the need for and provide safety equipment for the MHLs.
4. The CITY shall collaborate with the COUNTY to establish focused deployment schedules.
5. The CITY shall collaborate with the COUNTY to establish outcome measures for measurement of effectiveness of the program.
6. The CITY shall have the right to request that as the employer, the COUNTY ensure that the MHLs meet acceptable standards of performance. The CITY may request replacement of any MHLs who fail to competently perform the duties set forth in Attachment A. The CITY reserves the right to terminate this Agreement for breach of the terms of the Agreement.

II. COSTS FOR OPERATION IN FY 2024-25:

- A. The two (2) Santa Cruz Police Department Mental Health Liaison positions contracted for herein, shall each be a 1.0 Full-Time Equivalent (FTE) position and shall be COUNTY employees. The agreed upon maximum annualized cost for the two positions is \$356,031 and is provided by COUNTY Behavioral Health funds (\$205,641) and CITY funds (\$150,390).

III. INDEMNIFICATION FOR DAMAGES:

- A. Each party ("Indemnitor") shall mutually exonerate, indemnify, defend, and hold harmless each other including, without limitation, its respective officials, officers, agents, employees and volunteers ("Indemnitees") from and against:

Any and all claims, demands, losses, damages, attorneys' fees and defense costs, or liability of any kind or nature which Indemnitees may sustain or incur or which may be imposed upon it/them for injury to or death of persons, or damage to property, but only in proportion to and to the extent such are a result of, arise out of, or in any manner are caused by the negligent or intentional acts or omissions of Indemnitor, its officials, officers, agents, employees and volunteers relating to the performance or obligations under the terms of this Agreement.

IV. EQUAL EMPLOYMENT OPPORTUNITY

During and in relation to the performance of this Agreement, the parties agree to the following:

- A. There shall be no discrimination against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18 years old), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates or pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The parties agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. In the event of non-compliance with the non-discrimination clauses of this agreement or with any of the said rules, regulations, or orders the non-compliant parties may be declared ineligible for further contracts with the COUNTY.

V. TERM AND TERMINATION:

- A. Unless modified or terminated, this Agreement expires on June 30, 2025. Any party may elect to terminate this Agreement by giving written notice sixty (60) days at any time prior to the renewal term period.
- B. Each party reserves the right to terminate or amend this Agreement without penalty or liability due to inadequate legislative appropriation of sufficient funds for services related to this Agreement.
- C. Upon termination, the parties will each be responsible for payment of the services up to the effective termination date; and thus the CITY, if it is the terminating party, shall be entitled to a reimbursement of the portion of its financial contribution for services not yet received.
- D. All indemnity and record retention obligations shall survive termination of this Agreement.
- E. Upon mutual written agreement by both parties, this Agreement may continue for ninety (90) days after June 30, 2025 until another agreement is negotiated and supersedes it and is approved by the COUNTY and CITY.

VI. MODIFICATION OF THIS AGREEMENT:

The terms of this Agreement may be modified by mutual agreement of the parties to the Agreement.

VII. BUSINESS SERVICES ADDENDUM

- A. This Business Services Addendum (this "Addendum") is entered into by and between COUNTY and the CITY in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. Seq., and regulations promulgated thereunder, governing protected health information ("PHI"), as amended from time to time (statute and regulations hereinafter collectively referred to as "HIPAA").
- B. COUNTY and the CITY each consider and represent themselves as covered entities as defined in HIPAA legislation and agree to use and disclose protected health information as required by law.
- C. All involved parties shall maintain compliance with all applicable federal, state and local statutes, regulations, policies, procedures and ordinances in providing client services, documentation, handling of private health information, patient confidentiality, and billing services.

VIII. MISCELLANEOUS

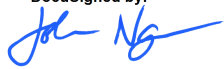
- A. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement. The parties agree that this Agreement supersedes any previous written or oral agreements between the parties pertaining to the subject matter thereof, and any modifications to this Agreement must be made in a written document signed by all parties. Any arbitration, mediation, or litigation arising out of this Agreement shall occur only in the COUNTY, notwithstanding the fact that one of the parties may reside outside the COUNTY.
- B. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
- C. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.
- D. Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which is effective the day and year first above written.

COUNTY OF SANTA CRUZ

Approved as to Form:


DocuSigned by:

F0F6FD189D784BF...
Office of the County Counsel
Date 5/12/2025

COUNTY OF SANTA CRUZ

Health Services Agency Director or Designee
Date _____


COUNTY OF SANTA CRUZ

Approved as to Insurance:


Signed by:

E4EAD05BA53B4DB...
Risk Management
Date 5/12/2025

CITY OF SANTA CRUZ

Approved as to Form:

DocuSigned by:

0454C2D2392940C...
City Attorney
Date 5/16/2025

CITY OF SANTA CRUZ

Signed by:

1BB2CD0FEA8D4AE...
Matt Huffaker, City Manager
Date 5/20/2025

ATTACHMENT A SERVICE DESCRIPTION

SANTA CRUZ POLICE DEPARTMENT MENTAL HEALTH LIAISON

SCPD Mental Health Liaison Duties and Responsibilities

- A. Respond to 5150/Welfare Checks with SCPD.
- B. Respond to calls from individual officers regarding mental health related calls for service.
- C. Provide mental health crisis assessment and intervention service as mutually scheduled for special deployment linking with officers in the downtown area, parks and patrol, and others as agreed.
- D. Interface with Downtown Accountability Program as appropriate, including but not limited to, assisting with linking/referring consumers with significant mental illness to County Mental Health Services.
- E. Provide mental health consultation to patrol officers and investigations.
- F. Provide follow-up with Jail Crisis Intervention services for consumers with mental health issues as result of field contact
- G. Assist with court liaison and MOST linkage as appropriate.
- H. Conduct educational trainings on mental health issues to the community as needed.
- I. Provide Crisis Negotiation Team consultation (after successful completion of training).
- J. The SCPD MHL shall be fully informed on service criteria for all health and social service agencies, Medi-Cal, Medicare benefits, and Social Security Disability benefits.
- K. The SCPD MHL is responsible for the tracking and reporting of outcome measures as mutually agreed by the County and City. Outcome measures include, but are not limited to:
 - 1. Number of contacts
 - 2. Number of contacts for recidivists
 - 3. Number of 5150s
 - 4. Number of individuals redirected to hospital diversion programs
 - 5. Number of referrals to County Mental Health services
 - 6. Number of contacts that result in Mental Health Probation (MOST team)

Training and Logistical Support

- A. The MHL will conduct regular trainings for SCPD staff for 5150 certifications.
- B. The MHL will conduct crisis assessment and intervention trainings as needed to SCPD staff.
- C. Both SCPD officers working with the MHL and the MHL will participate in CIT training.
- D. MHL and SCPD staff will participate in Crisis Negotiation training.
- E. MHL will successfully attend and complete Crisis Negotiation training for mental health workers.
- F. SCPD will provide safety training for the MHL related to protocols for civilians

working with law enforcement.

G. SCPD will assess the need for and provide safety equipment for the MHL.

Supervisory Responsibility for SCPD Mental Health Liaison

A. Santa Cruz County Behavioral Health, Senior Behavioral Health Program Manager:

1. Serves as the contract liaison between HSA and the City of Santa Cruz and SCPD.
2. Is responsible to assure compliance with the MOU and services requested therein.
3. The Sr. BHPM shall conduct periodic meetings with the SCPD and supervisory staff and directly with the MHL to assure service delivery.

B. Santa Cruz County Behavioral Health, Supervising Mental Health Client Specialist for Forensic services:

1. Provides clinical supervision for the Mental Health Liaison
2. Provides procedural interface with the SCPD management liaison.

Certificate Of Completion

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Source Envelope:

Document Pages: 8

Certificate Pages: 6

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Status: Sent

Envelope Originator:

HSA Admin Processing

701 Ocean Street

Santa Cruz, CA 95060

hsa.adminprocessing@santacruzcountyca.gov

IP Address: 73.158.132.136

Record Tracking

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hsa.adminprocessing@santacruzcountyca.gov

Pool: FedRamp

Pool: County of Santa Cruz

Location: Docusign

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Storage Appliance Status: Connected

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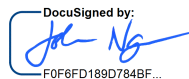
John Nguyen

John.Nguyen@santacruzcountyca.gov

Lead Assistant County County Counsel

Security Level: Email, Account Authentication (None)

Signature

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Gina Borasi

GINA.BORASI@SANTACRUZCOUNTYCA.GOV

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

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Tony Condotti

tcondotti@abc-law.com

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Matt Huffaker

mhuffaker@santacruzca.gov

City manager

Security Level: Email, Account Authentication (None)

Signed by:

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Signature Adoption: Pre-selected Style
Using IP Address: 207.89.57.145

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Signed: 5/20/2025 1:47:47 PM

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Electronic Record and Signature Disclosure		

**TWELFTH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA CRUZ
AND THE CITY OF SANTA CRUZ
FOR OUTREACH SERVICES**

THIS TWELFTH AMENDMENT to the MEMORANDUM OF UNDERSTANDING (hereafter called “MOU”) between the County of Santa Cruz (hereafter called “County”) and the City of Santa Cruz (hereafter called “City”), is executed with the effective date of July 1, 2024. County and City may be referred to individually as a “Party” and collectively, as the “Parties.”

RECITALS

WHEREAS, the parties named above have identified a need in the downtown area of the City of Santa Cruz for provision of outreach, information, referral and behavioral health related case support services for persons who are homeless and/or who are demonstrating high risk behaviors where health, behavioral health, or other social services may be required; and

WHEREAS, the City has indicated a need for onsite outreach support to the downtown area of Santa Cruz to ensure that services, benefits, and information are provided to high risk individuals in the downtown area; and

WHEREAS, the Redevelopment Agency of the City of Santa Cruz (Agency) contracted with the County to provide such services from 1994 through 2012; and

WHEREAS, the Agency was dissolved in 2012 and the City desired to continue to contract with the County for such services; and

WHEREAS, the City and County executed the MOU dated December 4, 2012 to identify funds from several sources to continue this critical service from July 1, 2012 to June 30, 2013, with renewals anticipated between the parties annually thereafter; and

WHEREAS, the City and County executed the First Amendment to the MOU to extend the time of performance to include FY 2014; and

WHEREAS, the City and County entered into the Second Amendment to the MOU to extend the time of performance to include FY 2015 and raise the reimbursement rate; and

WHEREAS, the City and County entered into the Third Amendment to the MOU to extend the time of performance to include FY 2016; and

WHEREAS, the City and County entered into the Fourth Amendment to the MOU to extend the performance time to include FY 2017; and

WHEREAS, the City and County entered into the Fifth Amendment to the MOU to extend the performance time to include FY 2018; and

WHEREAS, the City and County entered into the Sixth Amendment to the MOU to extend the performance time to include FY 2019 and add the cost of a second outreach worker; and

WHEREAS, the City and County entered into the Seventh Amendment to the MOU to extend the performance time to include FY 2020; and

WHEREAS, the City and County entered into the Eighth Amendment to the MOU to extend the performance time to include FY 2021; and

WHEREAS, the City and County entered into the Ninth Amendment to the MOU to extend the performance time to include FY 2022; and

WHEREAS, the City and County entered into the Tenth Amendment to the MOU to extend the performance time to include FY 2023; and

WHEREAS, the City and County entered into the Eleventh Amendment to the MOU to extend the performance time to include FY 2024; and

WHEREAS, the City and County wish to amend the MOU to extend the performance time to include FY 2025, and to further clarify the rates and terms of the agreement.

AGREEMENT

NOW, THEREFORE, the City and County agree to incorporate the above Recitals hereto, and agree to the following:

1. The rates for outreach services indicated in Paragraphs 1 and 3 of the MOU are amended to be consistent with the following:

“The County agrees to provide the services specified in Attachment A under the Sixth Amendment to the MOU (that replaced the original Attachment A to the MOU), which, at the request of the City, includes a second outreach worker that was added in FY 2018 to allow provision of services seven (7) days a week, for a total amount not to exceed \$97,198, to be paid by the City to the County quarterly in arrears, for the period of July 1, 2024 through June 30, 2025.

2. Paragraph 6 of the MOU shall be replaced and superseded with the following:

“6. TERM AND TERMINATION:

A. Unless modified or terminated, this agreement expires on June 30, 2025. Any party may elect to terminate this agreement by giving written notice 60 days at any time prior to the renewal term period.

- B. Each party reserves the right to terminate or amend this Agreement without penalty or liability due to inadequate legislative appropriation of sufficient funds for services related to this agreement.
- C. Upon termination, the parties will each be responsible for payment of the services up to the effective termination date; and the parties shall be entitled to a reimbursement of the portion of its financial contribution for services not yet received.
- D. All indemnity and record retention obligations shall survive termination of this agreement.
- E. Upon mutual written agreement by both parties, this agreement may continue for ninety (90) days after June 30, 2025 until another agreement is negotiated and supersedes it and is approved by the COUNTY and CITY.
3. All other terms and conditions of the MOU dated December 4, 2012 shall remain the same. The terms of this Twelfth Amendment shall control if any conflict exists.
4. The unenforceability, invalidity or illegality of any provision(s) of the MOU or any amendment thereto shall not render the other provisions unenforceable, invalid or illegal.
5. The Parties may execute this Twelfth Amendment in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.
6. The signatories to this Twelfth Amendment warrant and represent that each is authorized to execute this MOU and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Twelfth Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Twelfth Amendment, which is effective the day first written above.

COUNTY OF SANTA CRUZ

Approved as to Form:

DocuSigned by:


Office of the County Counsel

Date 5/12/2025

COUNTY OF SANTA CRUZ

Director of Health Services Agency or Designee

Date

COUNTY OF SANTA CRUZ

Approved as to Insurance:

Signed by:


Risk Management

Date 5/12/2025

CITY OF SANTA CRUZ

Approved as to Form:

DocuSigned by:


City Attorney

Date 5/16/2025

CITY OF SANTA CRUZ

Signed by:


Matt Huffaker, City Manager

Date 5/20/2025

ATTACHMENT A SERVICE DESCRIPTION

CITY OF SANTA CRUZ DOWNTOWN OUTREACH PROGRAM

PURPOSE: To provide in the downtown area, funding for an outreach worker to provide services to people in need of social services, outreach, evaluation, and linkage to health agencies and other organizations that can be used to improve their quality of life and to reduce their potential need for emergency room visits, inpatient psychiatric hospitalization and/or the criminal justice system.

An outreach worker stationed in the downtown area will work to identify the benefit and service needs of the homeless and at-risk population that congregates in that area. This will be done through direct client contact, interface with law enforcement and the business community. Once a need is identified, resources will be offered and, when necessary, the outreach person will bring the case to a multi-disciplinary team to develop realistic short and long range and solutions to the unique needs and problems of each client.

Additionally, the outreach workers will participate and work in collaboration with the newly developed Homeless Outreach and Proactive Engagement Services (HOPES) Team. The HOPES model created a new system of integrated care for high risk homeless individuals focused on multidisciplinary service collaboration of Health Services Agency departments and contract providers. The multidisciplinary team consists of: The Homeless Person's Health Project (HHP); Behavioral Health's Mobile Emergency Response Team and Mental Health Liaison team, and Substance Use Disorder services; Downtown Outreach Workers and River Street Shelter staff from Encompass Community Services, the Veteran Advocate and other service providers as needed. The HOPES team focus is on assertively outreaching and engaging homeless individuals in a coordinated effort to wrap services around the individual, to link to services to stabilize the individual's medical and behavioral health needs. Once stabilized, the homeless individual will be linked to a long-term care coordination track based on their needs.

The designated outreach program will:

- 1) Provide education about and linkage to benefits information for persons with mental health and substance use disorder needs;
- 2) Have a working knowledge of psychiatric symptoms, and criteria for 5150 evaluation;
- 3) A thorough understanding of substance abuse issues, interventions, and treatment resources;

- 4) Will become acquainted with the system of care and various community resources, and the referral process to those agencies;
- 5) Complete American Society of Addiction Medicine (ASAM) and Vulnerability Index - Service Prioritization Decision Assistance Tool (ViSPDAT) assessments as needed;
- 6) Become familiar with the downtown businesses and establish a cooperative relationship with the merchants;
- 7) Be able to address the concerns and fears expressed by the merchants and provide education to help them effectively deal with challenging individuals;
- 8) Be sensitive to delivering culturally and linguistically appropriate services to the client;
- 9) Be available to provide outreach during peak hours, during which time there may be maximum access to people needing services;
- 10) Maintain and foster positive working relationships with law enforcement;..

Examples of services to which these people could be linked would include: County Behavioral Health and its contract agencies, Child and/or Adult Protective Services, substance abuse treatment programs, Homeless Persons Health Project, area shelters, Homeless Community Resource Center, State and Federal entitlement agencies, and Veteran's services.

With an emphasis on partnership between social services and the business community there can be an increased level of understanding over what the challenges are, where the potential solutions lie, what the "system" can offer, and where the gaps in services are. Regular evaluations of the programs will be conducted to assess effectiveness and efficiency and monthly service/contact reports will be submitted.

Certificate Of Completion

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Subject: Amendment 25R0554 (25-1671) 6/10/2025 BOS

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Certificate Pages: 6

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Envelopeld Stamping: Enabled

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Status: Sent

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hsa.adminprocessing@santacruzcountyca.gov

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Pool: County of Santa Cruz

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Signer Events

John Nguyen

John.Nguyen@santacruzcountyca.gov

Lead Assistant County County Counsel

Security Level: Email, Account Authentication (None)

Signature

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Gina Borasi

GINA.BORASI@SANTACRUZCOUNTYCA.GOV

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

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Tony Condotti

tcondotti@abc-law.com

Security Level: Email, Account Authentication (None)

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Matt Huffaker

mhuffaker@santacruzca.gov

City manager

Security Level: Email, Account Authentication (None)

Signed by:

1BB2CD0FFA8D4AE...

Signature Adoption: Pre-selected Style
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Michael McLay Mike.McLay@santacruzcountyca.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 2/28/2022 7:36:10 PM ID: 13a643a1-3c1c-41dd-9109-1bc5ba631866		
Todd Guin Todd.Guin@santacruzcountyca.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		

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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND THE COUNTY OF SANTA CRUZ**

THIS CONTRACT, is made and entered into this ____ day of _____,
by and between the **City of Watsonville**, a municipal corporation, hereinafter called
“City,” and the **County of Santa Cruz**, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or
specialized services of an independent contractor to assist the City in the most
economical manner; and

WHEREAS, Consultant has the requisite skill, training, qualifications, and
experience to render such services called for under this Contract to City.

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THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT.

The term of this Contract shall be from July 1, 2024 to June 30, 2025, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION.

The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such a statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT.

It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

Consultant shall defend, hold harmless, and indemnify the City, its officers and employees, from any and all claims and/or injury or death to persons or damage to

property, arising out this Agreement and/or which result from the negligent act or omission of the Consultant, its officers, and/or employees.

City shall defend, hold harmless, and indemnify the Consultant, its officers and employees, from any and all claims and/or injury or death to persons or damage to property, arising out City's obligations under this Agreement and/or which result from the negligent act or omission of the City, its officers, and/or employees

In the event of concurrent negligence of the Consultant, its officers and/or employees, and the City, its officers and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property, which arises out of the terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

In the event of a dispute as to indemnification between the City and the Consultant, the payment of monies or apportionment of fault, as specified herein, the parties agree to select an arbitrator and be bound by the determination of the arbitrator.

If the parties cannot agree on the selection of an arbitrator, they may apply to the Santa Cruz County Superior Court for appointment of an arbitrator pursuant to Code of Civil procedure 1297.115 and may be challenged under Code of Civil Procedure Section 1297.121 et seq.

The duty of the City and the Consultant to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

SECTION 9. INSURANCE.

A. Each party shall furnish the other with certificates of insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending coverage to include the contractual liability assumed by this Agreement. Both parties in this agreement are self-insured.

B. Each party shall have in effect, during the entire life of this Agreement, Workers' Compensation an employer liability insurance providing full statutory coverage. Each party certifies that it is aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the code.

C. Each Party shall take out and maintain during the entire life of this Agreement such bodily injury liability and property damage liability insurance as shall protect it from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from the performance of services under the Agreement. Such insurance shall be combined single, limit bodily injury and property damage for each occurrence and shall include comprehensive liability of at least \$1,000,000.

D. In the event of a breach of any provisions of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the non-breaching party at its option may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of

this Agreement and suspend all further work or obligations pursuant to this Agreement.

SECTION 10. NON-DISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) business days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 13. GOVERNING LAW.

City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.

This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES.

The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER.

Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS.

Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES.

All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

County of Santa Cruz
Health Services Agency
Mental Health and Substance Abuse Services
1400 Emeline Avenue, Bldg. K
Santa Cruz, CA 95060
(831) 454-7541

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CITY OF WATSONVILLE

DocuSigned by:
BY Tamara Vides 5/17/2025
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Tamara Vides, City Manager

ATTEST:

DocuSigned by:
BY Irwin Ortiz 5/19/2025
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Irwin Ortiz, City Clerk

APPROVED AS TO FORM:

Signed by:
BY Samantha W. Zutler 5/14/2025
C0E26B96488341A...
Samantha W. Zutler, City Attorney

CONSULTANT

COUNTY OF SANTA CRUZ

BY _____
Jennifer Herrera, Interim Director
Health Services Agency

APPROVED AS TO FORM:

DocuSigned by:
BY [Signature] 5/12/2025
F0F6FD189D7848F...
Office of the County Counsel

APPROVED AS TO INSURANCE:

Signed by:
BY Gina Borasi 5/12/2025
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Risk Management

EXHIBIT “A”

SCOPE OF SERVICES MENTAL HEALTH LIAISON – WATSONVILLE POLICE DEPARTMENT (WPD)

Consultant shall provide a Mental Health Liaison (MHL).

1. Mental Health Liaison Duties & Responsibilities:
 - Provide rapid field-based response for calls to service to the WPD
 - Provide field-based 5150 assessments & crisis intervention with WPD
 - Provide rapid engagement, triage, assessment and disposition planning involving individuals with a severe mental illness and/or co-occurring disorders
 - Provide linkage to ongoing primary care, behavioral health and substance abuse services
 - Provide support, consultation and collaboration to officers regarding mental health related calls for service
 - Provide linkage and referrals for individuals to County Behavioral Health and/or alternative providers in the community
 - Provide culturally and linguistically appropriate services
 - Provide linkage and referrals to benefits representatives for assistance with application process for insurance coverage and social security benefits
 - Provide referrals and follow-up with Jail Mental Health clinicians for individuals arrested as a result of field contact with WPD as appropriate
 - Advocate for mental health probation terms and linkage to MOST Team services as appropriate
 - Conduct crisis assessment and intervention trainings as needed to WPD staff
 - Participate in Crisis Intervention Training
 - Conduct regular trainings for WPD staff for 5150 certification
 - Attend daily roll-call as needed/requested
2. MHL shall work within the law enforcement and the community to bring awareness to mental health related issues by:
 - Providing community education & training on mental health issues & services to the Watsonville community, organization & businesses, and
 - Increase access for individuals and families in need of mental health and substance abuse programs, services and treatment
3. Consultant shall track and report outcome measures as mutually agreed by the City of Watsonville and the Consultant. Outcome measures include, but are not limited to:
 - Number of contacts
 - Number of contacts for recidivists
 - Number of 5150 assessments and written holds
 - Number of referrals to County Behavioral Health services
 - Number of contacts that result in Mental Health Probation Terms
 - Number of contacts that result in opening to the MOST Team
 - Number of individuals referred to benefits representatives
 - Number of individuals benefited (Medi-Cal, health insurance and/or SSI) as a result of a MHL referral
 - Decrease number of mental health related law enforcement contacts
 - Decrease number of inappropriate emergency room visits

Estimated number of contacts annually:

-640 contacts

-400 unduplicated individual count

4. Supervision/Partnership with WPD:

- The Mental Health Liaison shall be based out of Watsonville and will be clinically supervised by the Consultant's MHL Team Supervisor
- The Liaison shall report on a daily basis to the designated WPD patrol officer and/or Sergeant as mutually agreed by WPD and Consultant
- The Liaison shall be on site at the WPD or in a patrol car with a designated WPD officer for increased availability as mutually agreed by WPD and Consultant
- The Liaison and WPD shall work together to form a strong partnership and collaboration with the goal of increased community safety while increasing referrals and access to individuals with behavioral health and substance abuse needs
- The Liaison shall be provided with and shall wear a bullet-proof vest for increased safety measures
- The Liaison shall be provide with an iPhone & laptop for field-based access to electronic health records provided by Consultant

5. Confidentiality:

Completed and signed "Release of Information" by client receiving services by the WPD MH Liaison is required in order for Consultant to share Protected Health Information with City.

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

Services shall commence on July 1, 2024. All services performed under the provisions of this Contract shall be completed by June 30, 2025.

EXHIBIT "C"

COMPENSATION

- a. Total Compensation. The total obligation of City under this Contract shall not exceed \$70,653.
- b. Basis for Payment. Payment(s) to Consultant for services performed under this Contract shall be made as follows and shall [not] include payment for reimbursable expenses:
- c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

Certificate Of Completion

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Certificate Pages: 6

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Envelopeld Stamping: Enabled

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Status: Sent

Envelope Originator:

HSA Admin Processing

701 Ocean Street

Santa Cruz, CA 95060

hsa.adminprocessing@santacruzcountyca.gov

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Record Tracking

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hsa.adminprocessing@santacruzcountyca.gov

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Pool: County of Santa Cruz

Location: Docusign

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Storage Appliance Status: Connected

Signer Events

John Nguyen

John.Nguyen@santacruzcountyca.gov

Lead Assistant County County Counsel

Security Level: Email, Account Authentication (None)

Signature

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Gina Borasi

GINA.BORASI@SANTACRUZCOUNTYCA.GOV

Risk Manager

County of Santa Cruz

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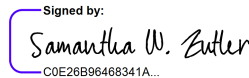
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Samantha W. Zutler

szutler@bwslaw.com

City Attorney

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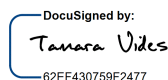
Tamara Vides

tamara.vides@watsonville.gov

City Manager

City of Watsonville

Security Level: Email, Account Authentication (None)

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Jennifer Herrera Jennifer.Herrera@santacruzcountyca.gov Security Level: Email, Account Authentication (None)		
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Editor Delivery Events	Status	Timestamp
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Michael McLay Michael.McLay@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/7/2025 11:57:18 AM ID: a99313ab-101d-43b4-bd16-f35725a485c3		

Todd Guin
Todd.Guin@santacruzcountyca.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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