

Non-Standard Agreement
Between
County of Santa Cruz Health Services Agency Behavioral Health Division
and County of Monterey
FY 25/26

1. INTRODUCTION

The purpose of this Non-Standard Agreement is to establish a cooperative agreement between County of Santa Cruz County Health Services Agency Behavioral Health hereinafter referred to as SANTA CRUZ, and the County of Monterey, hereinafter referred to as MONTEREY, to allow Out-of-County clients to enroll in a licensed Driving Under the Influence (DUI) Program, and for SANTA CRUZ to implement a contract with the DUI Program Provider MONTEREY is currently utilizing. SANTA CRUZ and MONTEREY may be collectively referred to as “PARTIES” and individually as “PARTY”.

2. PURPOSE

- A. Per Health & Safety Code (HSC) Section 11837.2, a person is eligible to participate in a DUI Program if the program is operating in any of the following:
 - 1. The county where the person is convicted.
 - 2. The county where the person resides.
 - 3. A county that has an agreement with the person’s county of residence pursuant to HSC Section 11838.

- B. SANTA CRUZ has advised MONTEREY that SANTA CRUZ DUI clients will be unable to enroll in a local licensed DUI program due to Program Closures in their county. To be in compliance with court orders and Department of Motor Vehicle (DMV) driver’s license requirements, DUI clients are seeking alternative programs to enroll in.

- C. DUI Program Closures create hardships for DUI clients, affecting their ability to apply for a restricted driver’s license and extending the period for which their eligibility to receive full license reinstatement post-DUI completion.

- D. DUI Program Closures place the public at risk for a higher number of DUI clients’ recidivism, and DMV annual reports have validated DUI program attendance as a critical component of reduced recidivism in California.

- E. MONTEREY’s current DUI Program(s) are able to provide services using Live Virtual Services, which opens the opportunity to serve Out-of-County clients.

3. TERMS AND CONDITIONS

A. TERM:

The term of this Agreement shall commence from the date of execution, through June 30, 2028, during which time DUI Program Services shall be provided to SANTA CRUZ clients through MONTEREY's DUI Program Services.

B. TERMINATION

PARTIES may terminate agreement for any reason with thirty (30) calendar days written notice.

C. REIMBURSEMENT

This Agreement is non-financial. SANTA CRUZ shall contract directly with DUI Program Provider for services.

D. CLIENT PRIORITY:

SANTA CRUZ's DUI participants to MONTEREY's contracted DUI Program will not impact or affect enrollment for MONTEREY's DUI participants. If MONTEREY's contracted DUI Program experiences staffing shortages, it is agreed that MONTEREY participants shall have priority. In the event of a shortage of staffing or services arise during the period of this Agreement, it is the responsibility of SANTA CRUZ to be in communication with MONTEREY's contracted DUI Program and to work on a plan to help support SANTA CRUZ's participants without impacts to MONTEREY's participants.

E. NON-ASSIGNMENT:

Neither PARTY shall assign, transfer or subcontract this Agreement nor their rights or responsibilities under this Agreement without prior written consent of the other PARTY.

F. CONFIDENTIALITY:

SANTA CRUZ shall maintain the confidentiality of all records and information, including, but not limited to, client records, and information, to the extent required by United States Code 42 (USC) 1320d et seq.; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XIII); and Code of Federal Regulations 42 (CFR) Part 2, to comply with the applicable requirements of the law(s), including any subsequent amendments thereto relating to protected health information and in accordance with Welfare and Institutions Code (W&I) Sections 5328 through 5330, inclusive; Section 14100.2 of the W&I Code and Title 42 CFR Section 431.300 et seq. regarding the confidentiality of Out-of-County DUI clients protected information, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security,

whichever is most restrictive. PARTIES shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. SANTA CRUZ shall indemnify and hold harmless MONTEREY, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by SANTA CRUZ, its officers, employees, or agents.

G. INDEMNIFICATION

SANTA CRUZ agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release MONTEREY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including SANTA CRUZ, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by SANTA CRUZ hereunder, whether or not there is concurrent negligence on the part of MONTEREY, but excluding liability due to the active negligence or willful misconduct of MONTEREY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for SANTA CRUZ or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. SANTA CRUZ shall be liable to MONTEREY for any loss of or damage to MONTEREY property arising out of or in connection with SANTA CRUZ negligence or willful misconduct.

H. NON DISCRIMINATION: During the performance of this Agreement, PARTIES shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

I. RELATIONSHIP OF PARTIES: It is understood that this is an Agreement by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

J. ENTIRE AGREEMENT AND MODIFICATION: This Agreement contains the entire agreement of PARTIES relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both PARTIES.

K. **ENFORCEABILITY AND SEVERABILITY:** The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

4. NOTICES:

All notices, correspondence, reports and/or statements authorized or required by this Agreement shall be addressed to the liaisons as follows:

SANTA CRUZ:

CASEY SWANK, DIRECTOR of SUDS
Health Services Agency
1400 Emeline Ave. Bldg. K
Santa Cruz, CA 95060

MONTEREY:

Rachel Amerault, LMFT 52142
Monterey County Behavioral Health
Services Manager II-Substance Use Disorder Team
831-258-8411 (work cell)

5. VOLUNTARY PARTICIPATION:

This Agreement is a voluntary agreement between SANTA CRUZ and MONTEREY. By signing this Agreement, PARTIES are evidencing their intent to abide by the terms of the Agreement as described above.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, PARTIES hereto, by their duly authorized representative, have affixed their hands on the day and year first above written.

COUNTY OF SANTA CRUZ

COUNTY OF MONTEREY

Signed by:
Connie Moreno-Peraza 5/7/2026
EC90C0AA04B4434...
Director of Health Services or Designee Date
Health Services Agency

Director of Health Services Date

Approved as to Form:
DocuSigned by:
John Ng 5/6/2026
F0F6FD189D784BF...
Office of the County Counsel Date

Approved as to Form:
Signed by:
Kevin Serrano 5/13/2026 | 3:55 PM PDT
CF464EA4829E4B5...
Office of the County Counsel Date

Approved as to Insurances:
Signed by:
Gina Borasi 5/7/2026
E4EADC5BA53B4DB...
Risk Management Date

Approved as to Insurances:
DocuSigned by:
David Bolton 5/13/2026 | 4:23 PM PDT
3E7A6EF11DB8446...
Risk Management Date

Approved as to County Policy:
DocuSigned by:
David Brown 5/7/2026
A094299A4265452...
County Executive Office Date

..Title

- a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement between County of Santa Cruz, on behalf of its Health Services Agency Behavioral Health Division and County of Monterey, to establish referral and acceptance protocols allowing out-of-county clients to enroll in the Monterey County licensed Driving Under the Influence (DUI) Program. The term of this Agreement shall commence from the date of execution through June 30, 2028, at no cost to either party;
- b. Approve the Director of Health Services or designee recommendation for approval of the non-standard indemnity provisions outlined in the agreement; and
- c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not significantly alter the original scope of services and do not add funds to the Agreement.

..Report

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:

- a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement between County of Santa Cruz, on behalf of its Health Services Agency Behavioral Health Division and County of Monterey, to establish referral and acceptance protocols allowing out-of-county clients to enroll in the Monterey County licensed Driving Under the Influence (DUI) Program. The term of this Agreement shall commence from the date of execution through June 30, 2028, at no cost to either party;
- b. Approve the Director of Health Services or designee recommendation for approval of the non-standard indemnity provisions outlined in the agreement; and
- c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not significantly alter the original scope of services and do not add funds to the Agreement.

SUMMARY:

The purpose of this Agreement is to establish a cooperative agreement between County of Santa Cruz, on behalf of its Health Services Agency Behavioral Health Division and County of Monterey, to establish referral and acceptance protocols allowing out-of-county clients to enroll in the Monterey County licensed Driving Under the Influence (DUI) Program.

DISCUSSION:

Santa Cruz County has advised the County of Monterey that Santa Cruz County DUI clients will be unable to enroll in a local licensed DUI program due to program closures in their county. Santa Cruz County is seeking to utilize Monterey County's contracted DUI Program Provider, Sun Street Centers. Department of Health Care Services (DHCS) requires that any county seeking to utilize DUI Program services in another county enter into a formal agreement to outlining the referral and acceptance protocols.

DUI program closures create significant hardships for clients, limiting their ability to apply for a restricted driver's license and prolonging the timeline for full license reinstatement after completing DUI requirements. These closures may also increase the risk of recidivism, as

consistent program participation is a key factor in reducing repeat offenses. Annual reports from the California Department of Motor Vehicles (DMV) have identified DUI program attendance as a critical component in lowering rates recidivism across California.

The County of Monterey’s current DUI program(s) is able to provide services through Live Virtual Services, creating the opportunity to serve out-of-county clients. Santa Cruz County DUI clients participating in the County of Monterey contracted DUI Program will not impact or limit enrollment for County of Monterey DUI participants. In the event the County of Monterey’s contracted DUI program experiences staffing shortages, it is agreed that County of Monterey participants will receive priority services. In the event of a staffing or service shortage arise during the period of the term of this Agreement, Santa Cruz County will be responsible for coordinating with the County of Monterey’s contracted DUI program and to develop and implement a plan that supports Santa Cruz County participants without impact to County of Monterey participants.

This Agreement contains a 30-day “without cause” provision (Section 3), which provides that either of the parties may terminate the Agreement.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2) Provide Exceptional Person-Center Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7) Link people to need personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The office of the County Counsel and Risk Management have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:

This Agreement consists solely of operational protocol and contains no fiscal, insurance or indemnification provisions; therefore, there will be no financial impact as a result of this Agreement.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This Agreement will create a safe environment for people by allow continued access to substance use services for eligible residents within the community, aligning with the Strategic Plan Goal of Well-Being and Quality of life.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:

- Well-Being and Quality of Life
- Sustainable Infrastructure for the Present and Future
- Safe and Resilient Communities
- Diverse and Thriving Economy
- Dynamic Organization and Employer of Choice

Prepared by: Rosie Mendoza, Management Analyst II, 262-1175
Approved by: Elsa M. Jimenez, Director of Health Services, 755-4526

Attachments:

Non-Standard Agreement is on file with the Clerk of the Board