

**COOPERATIVE AGREEMENT
BETWEEN
THE COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH
AND
THE CITY OF RIVERSIDE
FOR CRISIS/TRIAGE MENTAL HEALTH AND HOMELESS OUTREACH SERVICES**

THIS COOPERATIVE AGREEMENT (“**AGREEMENT**”) is entered into by and between the County of Riverside Department of Mental Health (hereinafter “**DMH**”) and the City of Riverside (hereinafter “**RIVERSIDE**”) and is based on the following representations and statements of purpose (collectively “**Parties**” and each a “**Party**”).

- A. WHEREAS, the purpose and intent of the General Community Outreach through the Mental Health/Law Enforcement Collaborative, is to allow Mental Health Service Staff to team with Law Enforcement and respond to 9-1-1 calls involving mental health issues; and
- B. WHEREAS, Riverside Police Department (hereinafter “**RPD**”) desires to continue the Mental Health Crisis Intervention Team program in order to decrease adverse incidents involving mentally ill people; and
- C. WHEREAS, Riverside Community Development Department (hereinafter “**RCDD**”) desires to establish a coordinated homeless outreach team, that includes a qualified DMH mental health service employee, dedicated to respond within the city of Riverside.
- D. WHEREAS, DMH is qualified to provide crisis/triage and homeless outreach mental health service employees; and
- E. WHEREAS, the AGREEMENT will serve as an understanding of the roles, responsibilities and services to be provided by RIVERSIDE and DMH.

NOW, THEREFORE, Participants mutually agree as follows:

I. SCOPE OF SERVICE

The purpose of the AGREEMENT between participants is to outline the roles and duties of these agencies to provide crisis/triage mental health and homeless outreach services.

II. PROGRAM GOALS

- A. Provide alternatives to those at risk of injury or death without appropriate mental health/substance use crisis/triage services provided directly in the community in collaboration with local law enforcement.

- B. Reduce jail incarcerations and involuntary MH treatment/hospitalizations for individuals whose behavior is influenced by a mental health disorder/crisis and who are the subject of 9-1-1 calls.
- C. Attempt to divert individuals with behavioral health (mental health and/or substance use) problems into appropriate community services and supports.
- D. Engage hard to reach homeless who suffer from a serious mental illness and/or substance use disorder and link them to all available DMH and community resources in a coordinated and effective manner.

III. DUTIES AND RESPONSIBILITIES

A. DMH RESPONSIBILITIES

Attachment 1 is attached hereto and incorporated herein by reference.

B. RIVERSIDE RESPONSIBILITIES

Attachment 1 is attached hereto and incorporated herein by reference.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT AND SOURCE OF FUNDS

Total payment under this AGREEMENT will not exceed \$72,000 annually for the program period of July 1, 2015 through June 30, 2016, and shall automatically renew upon expiration for successive one (1) year periods unless terminated as provided herein. This AGREEMENT shall be funded through funds identified in the annual City of Riverside and DMH budgets and is subject to change dependant on funding fluctuations.

B. COMPENSATION

DMH shall bill Riverside for one (1) Behavioral Health Specialist II (BHS II) position.

1. Salaries and Benefits

Salaries and benefits for the BHS II position shall be billed based on the actual cost of filled position only.

C. REIMBURSEMENT/PAYMENT/ COMPENSATION

DMH shall compile all payments made by DMH to fund the BHS II by quarter and shall include them in the quarterly billing to be received by RIVERSIDE

within forty-five (45) days following the end of the quarter in which the services were provided (i.e., First Quarter: July—September billing is due November 15th). If actuals are not available, an estimated billing if necessary will be submitted. Upon submission, RIVERSIDE will pay the estimated invoice and an adjustment will be made by DMH on the subsequent quarter's billing for the difference. RIVERSIDE will reimburse the DMH within 30 days after receipt of the claim.

Equipment purchased by either party will remain their property and shall be returned to them upon termination of this AGREEMENT.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This AGREEMENT shall be effective for three (3) years beginning July 1, 2015 and ending June 30, 2018. This AGREEMENT may be renewed annually upon mutual consent by all parties (DMH, RPD and RCDD) and upon availability of funding.

B. ALTERATION OF TERMS AND ENTIRE AGREEMENT

The body of this AGREEMENT fully expresses all understanding of the parties concerning all matters covered and shall constitute the total AGREEMENT. No addition to, or alteration of, the terms of this AGREEMENT, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this AGREEMENT, which is formally approved and executed by Participants.

C. AMENDMENTS

In the event that either party desires to amend the terms of this AGREEMENT, Participants will comply with the terms of this AGREEMENT until such time as the amendment is approved or formal action is taken by the County of Riverside Board of Supervisors and the City of Riverside's City Council.

D. TERMINATION

This AGREEMENT may be terminated by either party by giving 30 days written notice by certified mail of intention to terminate, such period beginning upon receipt of notice, and may be terminated for cause, such as a willful and/or material breach of the AGREEMENT by either party by giving five (5) days written notice of intention to terminate by certified mail.

E. NOTICES

All notices, claims correspondence, reports, and/or statements authorized or required by this AGREEMENT shall be addressed as follows:

RCDMH: County of Riverside
Department of Mental Health
Program Support Unit
4095 County Circle Drive
Riverside, CA 92503

RIVERSIDE: City of Riverside
Community Development Department
Fiscal Administration
3900 Main Street, 3rd Floor
Riverside, CA 92522

Unless the persons or addresses are otherwise identified by notice given in the manner specified by this paragraph, all notices shall be deemed effective when they are reduced to writing and deposited in the United States mail, postage prepaid, and addressed as above. Any notices, correspondences, reports, and/or statements authorized or required by this AGREEMENT addressed in any other fashion shall not be acceptable.

E. CONFIDENTIALITY

RPD and RCDD agree to maintain the confidentiality of all mental health and substance use client information in accordance with all applicable Federal, State and local laws and regulations. RPD and RCDD will ensure that names, addresses, phone numbers, and any other individually identifiable information concerning mental health and/or substance use clients and the services they may be receiving are kept confidential. RPD and RCDD will not divulge any mental health and/or substance use client information to any unauthorized person.

RPD and RCDD shall maintain the confidentiality of all mental health and substance use health records that it maintains, receives, or sends to DMH. Records include, but may not be limited to, claims that include individual identifying client information, individually identifiable health records and information, and/or Management Information System records. RPD and RCDD shall have reasonable safeguards in place to prevent unauthorized access to records.

Applicable Confidentiality Laws include, but may not be limited to, California Welfare & Institutions Code, Sections 5328 through 5330, inclusive, 45 CFR Section 205.50, 42 CFR-Chapter 1-Part 2. RPD and RCDD shall require all its officers, employees, and agents providing services hereunder to acknowledge the understanding of and agreement to fully comply with, such confidentiality provisions.

RPD and RCDD shall indemnify and hold harmless DMH, 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 RPD and RCDD, its officers, employees, or agents.

DMH agrees to maintain the confidentiality of all criminal and law enforcement information in accordance with all applicable Federal, State and local laws and regulations. DMH will ensure that names, addresses, phone numbers, and any other individually identifiable information concerning criminal violations and related law enforcement activities they may be receiving are kept confidential. DMH will not divulge RPD and RCDD confidential information to any unauthorized person.

DMH shall maintain the confidentiality of all mental health and substance use health records that it maintains, receives, or sends to RPD and/or RCDD. Records include, but may not be limited to, claims that include individual identifying client information, individually identifiable health records and information, and/or Management Information System records. DMH shall have reasonable safeguards in place to prevent unauthorized access to records.

VI. MISCELLANEOUS PROVISIONS

- A. SEVERABILITY: If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- B. HOLD HARMLESS-INDEPENDENT PARTNER: It is understood and agreed RIVERSIDE is an independent entity and that no relationship of employer-employee exists between the parties hereto. RIVERSIDE shall not be entitled to any benefits payable to employees of the County of Riverside or DMH, including County Workers' Compensation Benefits. DMH is not required to make any deductions from the compensation payable to RIVERSIDE under the provisions of this AGREEMENT; and as an independent entity, RIVERSIDE hereby hold DMH and/or the County of Riverside harmless from any and all claims that may be made against DMH and/or County of Riverside based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- C. INSURANCE-INDEMNIFICATION: Each party hereto agrees to indemnify and hold harmless the other party, its agency, officers, agents and employees, free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any acts or omission of such Indemnifying Party, relating to or in any way connected with or arising from the accomplishment of the work by the Indemnifying Party.

Each party further agrees to protect, indemnify and defend at it expense including attorney fees, the other party, its agency officers, agents and employees in any legal action(s) or claim(s) based upon such alleged acts or omissions whether the subject action(s) or claim(s) are well-founded, properly filed or pleaded, or not commenced in a court of competent jurisdiction.

Without limiting such indemnification, each party shall maintain in force at all times during the performance of this AGREEMENT, insurance policies evidencing coverage during the entire term of the AGREEMENT as follows:

1. General liability insurance in the amount of not less than \$1,000,000 per occurrence and aggregate.
2. Workers' Compensation insurance in accordance with statutory requirements.
3. If motor vehicles are used pursuant to this AGREEMENT, not less than \$1,000,000 combined single limit for damage to property and injury to persons.

These requirements may be met by a program of self-insurance.

- D. RECORD RETENTION: RIVERSIDE agrees to retain all records pertaining to this AGREEMENT for a period of three years after termination of this AGREEMENT, or such federal and state provisions in effect. If, at the end of three years, there is ongoing litigation or an audit involving those records, DMH shall retain the original records until the resolution of such litigation or audit; RIVERSIDE shall retain copies of the records until the resolution of such litigation or audit.
- F. JURISDICTION, VENUE, ATTORNEY'S FEES: This AGREEMENT is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this AGREEMENT, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

SIGNATORIES

DMH and RPD mutually agree to fully and faithfully perform all applications set forth in this AGREEMENT. Both parties agree to have their duly authorized signatories sign this AGREEMENT.

COUNTY ADDRESS:

County of Riverside
Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

INFORMATION COPY:

County of Riverside
Department of Mental Health
Attn: Program Support
P.O. Box 7549
Riverside, CA 92503-7549

CITY OF RIVERSIDE:

COUNTY OF RIVERSIDE:

Signed: _____

Marion Ashley, Chairman
Riverside County Board of Supervisors

Title: _____

Date: _____

Date: _____

ATTEST: _____
City Clerk

ATTEST: _____
Clerk of the Board

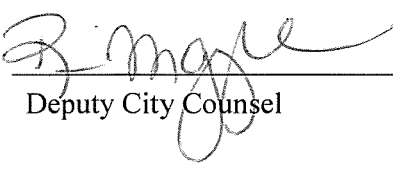
Deputy: _____

Deputy _____

City of Riverside
3900 Main Street, 7th Floor
Address: Riverside, CA 92522

CITY COUNSEL:
Approved as to Form

COUNTY COUNSEL:
GREGORY P. PRIAMOS
Approved as to Form

By: 
Deputy City Counsel

By: _____
Deputy County Counsel

ATTACHMENT 1

A. DMH RESPONSIBILITIES

DMH will provide one full time Clinical Therapist to work with RPD and one full time Behavioral Health Specialist II to work with RCDD.

RPD Assignments:

1. DMH Staff will work directly with police officers on patrol and with police department administrators to bring direct knowledge and experience regarding mental health resources.
2. All assigned DMH staff will be required to pass security background requirements as determined by RPD.
3. DMH Staff shall be required to adhere to dress code requirements as specified by RPD for Crisis Intervention Team members.
4. DMH shall furnish polo shirts and light jackets with logos or insignia as approved by RPD.
5. DMH will provide MH staff with cell phones that have e-mail functionality.
6. DMH Information Technology (IT) staff will coordinate IT installation of DMH ELMR database and e-mail with RPD IT staff.
7. DMH Staff will routinely attend RPD daily roll calls in order to provide consultation and brief training as it is identified and requested by RPD.
8. DMH Staff will routinely be assigned by RPD to ride with patrol officers in the field in order to respond to 9-1-1 calls as requested by RPD Dispatch.
9. DMH Staff will work to find alternatives to divert mental health consumers into MH services and supports including emergency housing, hospitalization, outpatient MH services and other MH support services.
10. DMH Staff will provide alternatives to incarceration and arrest through referral and linkage to other community based mental health, substance use (SU), and/or social services resources.
11. DMH Staff will provide alternatives to mental health involuntary treatment through referral and linkage to other community based MH/SU and social services resources.
12. DMH Staff will provide crisis intervention service planning for individuals with mental health issues who are frequently the subject of 9-1-1 calls.

13. DMH Staff will work directly with police to improve the appropriateness and quality of mental health detentions.
14. DMH Staff will work with police to provide direct intervention from the perspective of mental health background and training.
15. DMH Staff will provide engagement and outreach services to homeless mentally ill persons who come in contact with police officers.
16. DMH Staff will provide assistance in dealing with calls involving domestic disturbances or violence that involve potential mentally ill or substance use consumers. DMH Staff will provide assistance and support to children and families in crisis, and linkage to appropriate community services.
17. DMH Staff will assist the Riverside Police Department in establishing Crisis Intervention Teams (CITs) consisting of police officers who are specialty trained and certified by RPD in mental health crisis intervention to be deployed to 5150/9-1-1 calls.
18. DMH Staff working within the Police Department will have computer and telephone access, DMH enrollment, and service contact information to utilize and assist enrolled clients and police officers responding to 5150 calls.
19. When direct services with police patrol officers are not needed, DMH staff will remain at the police department offices and will provide consultation in-person, by telephone or radio for police officers responding to mental health crisis situations.
20. Police officers often go to locations where homeless persons congregate. DMH Staff will go with police to work with homeless people where they congregate in order to identify and engage persons that may be eligible for DMH services and/or to facilitate referrals and linkage to community resources that may assist general population and homeless persons. DMH Staff will coordinate follow-up outreach with DMH Homeless Outreach Teams and/or City of Riverside Homeless Outreach Teams as needed. DMH Staff will work in the office to arrange social service supports and coordinate services with other agencies and programs.
21. DMH Staff will coordinate with jail incarceration diversion teams and programs including mental health and drug courts to intervene and help to divert persons with a serious mental health disorder into appropriate and recommended MH treatment services and supports, and persons with impairing substance use disorders into substance abuse treatment services and supports.
22. DMH Staff may work directly with DMH Detention Mental Health staff to coordinate MH/SU services and assist with issues involving inmates detained through RPD in post-booking, pre-trial diversion and linkage to community resources upon release from incarceration.

23. DMH Staff may work with other mental health crisis response services involving 9-1-1 calls, such as training and support to ambulance emergency medical technicians and Riverside Fire Department (RFD) paramedics.
24. DMH Staff will develop public information brochures regarding police/MH collaboration, contact information and phone numbers for community resources and referrals, and Frequently Asked Questions (FAQs).
25. And other duties as agreed upon by both parties.

RCDD Assignments:

1. DMH staff will work directly with RCDD Homeless Outreach team members to identify and engage homeless persons who appear to suffer from a serious mental health and/or substance use disorder.
2. DMH Staff working within the RCDD will have computer and telephone access, DMH enrollment, and service contact information to utilize and assist enrolled clients coordinating ongoing support from DMH.
3. DMH staff shall be provided cell phones.
4. DMH staff assigned to RCDD shall have lead DMH liaison responsibilities, providing linkage, coordination and follow-up communication with all DMH programs that would be appropriate to provide services and support to the homeless individuals, including family, as needed, for both new and existing consumers of service.

**B. RIVERSIDE RESPONSIBILITIES
RPD**

1. RPD will assign law enforcement personnel and DMH staff to respond to requests for assistance in the field.
2. Work stations at each of the RPD substations that DMH staff will be assigned with computers and Internet access.
3. Each staff member will need general access Honeywell cards into RPD Police Stations as identified by RPD.
4. RPD IT staff will coordinate IT installations with DMH IT, this includes compliance with Federal HIPAA required level of security and providing DMH staff with a City of Riverside e-mail account.
5. RPD will conduct security background investigations for designated DMH staff and maintain the confidential records of the investigation outcomes.
6. RPD shall provide standard external identification vests to DMH staff.

7. RPD will provide training, based on a curriculum developed and approved by DMH, regarding field operations and safety.
8. And other duties as agreed upon between by both parties.

RCDD

1. RCDD will reimburse DMH for salary and benefit cost incurred for the position of Behavioral Health Specialist II.