

**COOPERATIVE AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
AND
THE CITY OF RIVERSIDE HOUSING AND HUMAN SERVICES DEPARTMENT
FOR BEHAVIORAL HEALTH TRIAGE & OUTREACH SERVICES**

This Cooperative Agreement (“**AGREEMENT**”) is entered into by and between the County of Riverside, Riverside University Health System - Behavioral Health (hereinafter “**RUHS-BH**”) and the City of Riverside, a California municipal corporation, through the Housing and Human Services Department (hereinafter “**HHS**”) and is based on the following representations and statements of purpose (collectively “**Parties**” and each a “**Party**”).

WHEREAS, the purpose and intent of the General Community Outreach through the Behavioral Health/Law Enforcement Collaborative, is to allow Behavioral Health Service Staff to team with Law Enforcement and City Outreach Teams to deliver mental health and substance use disorder triage services;

WHEREAS, HHS desires to enter into a Cooperative Agreement for Triage and Outreach Behavioral Health Services;

WHEREAS, HHS desires to partner with the Behavioral Health Care Coordination Team program in order to decrease adverse incidents involving community members with Behavioral Health challenges;

WHEREAS, RUHS-BH and HHS desire to perform services detailed in AGREEMENT;

WHEREAS, RUHS-BH is qualified to provide triage and outreach behavioral health service employees; and

WHEREAS, the AGREEMENT will serve as an understanding of the roles, responsibilities and services to be provided by HHS and RUHS-BH.

NOW, THEREFORE, Parties 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 care coordination and outreach to community members experiencing behavioral health symptoms and/or homelessness.

II. PROGRAM GOALS

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

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

III. DUTIES AND RESPONSIBILITIES

A. RUHS-BH RESPONSIBILITIES

RUHS-BH shall provide three full time Behavioral Health Specialist III (Addiction Counselors) and three full time Peer Support Specialist to work with HHS's Public Safety Engagement Team (PSET) and shall perform the services ("services") listed in Attachment A, which is attached hereto and incorporated herein by reference.

B. HSS RESPONSIBILITIES

HSS shall provide the services listed in Attachment A, which is attached hereto and incorporated herein by reference.

IV. FISCAL PROVISIONS

- A. HHS shall fund three (3) Behavioral Health Specialist III and three (3) Peer Support Specialist positions and associated operating and indirect expense. HHS shall be responsible for reimbursing RUHS-BH the annual amounts as indicated in Attachment B, for a maximum of \$2,019,522.87 total for three years.
- B. RUHS-BH shall bill/invoice Medi-Cal and other eligible funding sources prior to billing HHS for services provided through this agreement. HHS cannot bill multiple sources for the same services, i.e., HHS may not bill Medi-Cal and HHS for the same group/individual. RUHS-BH shall deduct any Medi-Cal and other eligible funding sources from the quarterly invoice prior to sending to HHS.
- C. In the event RUHS-BH receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by HHS, it shall promptly refund the disallowed amount to HHS on request, or at its option, HHS may offset the amount disallowed from any payment due to RUHS-BH under any agreement with HHS.
- D. RUHS-BH shall submit a Quarterly Claim to HHS for reimbursement. Claiming period shall consist of a three (3) calendar month (quarterly) claiming period. Upon submission, HHS will pay claims completed and submitted in a timely manner within fifteen (30) days of receipt by RUHS-BH.

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

V. GENERAL PROVISIONS

- A. PERIOD OF PERFORMANCE: This AGREEMENT shall be effective for three (3) years beginning July 1, 2024 and ending June 30, 2027 (“Term”). This AGREEMENT may be renewed annually thereafter upon mutual consent by both parties and upon availability of funding up to an additional three (3) years.
- 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 the Parties.
- C. AMENDMENTS: In the event that either party desires to amend the terms of this AGREEMENT, Parties 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 ten (10) days written notice of intention to terminate by certified mail. In the event HHS elects to abandon, indefinitely postpone, or terminate the AGREEMENT, HHS shall make payment for all services performed up to the date that the written notice was given in a prorated amount.
- E. NOTICES: All notices, claims correspondence, reports, and/or statements authorized or required by this AGREEMENT shall be addressed as follows:

RUHS-BH: County of Riverside
Riverside University Health System - Behavioral Health
Program Support Unit
4095 County Circle Drive
Riverside, CA 92503

HSS: City of Riverside
Housing and Human Services Department
3900 Main Street
Riverside, CA 92501

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.

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

HSS and RUHS-BH shall maintain the confidentiality of all behavioral health and substance use health records that it maintains, receives, or sends to RUHS-BH. 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. HHS and RUHS-BH shall have reasonable safeguards in place to prevent unauthorized access to records.

RUHS-BH and HHS are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. RUHS-BH and HHS hereto agree to cooperate in accordance with the terms and intent of this AGREEMENT for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Parties further understand that they shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

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. Riverside PD, HHS, and RUHS-BH 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.

HHS and RUHS-BH shall indemnify and hold harmless each other, and their 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 HHS or RUHS-BH, as applicable, and their officers, employees, or agents.

RUHS-BH agrees to maintain the confidentiality of all criminal and law enforcement information in accordance with all applicable Federal, State and

local laws and regulations. RUHS-BH 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. RUHS-BH will not divulge HHS confidential information to any unauthorized person.

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 that both HSS and RUHS-BH are independent entities and that no relationship of employer-employee exists between the parties hereto. HHS shall not be entitled to any benefits payable to employees of the County of Riverside or RUHS-BH, including County Workers' Compensation Benefits, nor shall RUHS-BH, including the staff filling the three (3) Behavioral Health Specialist III and three (3) Peer Support Specialists positions, be entitled to any City benefits.
- 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 its 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.
4. These requirements may be met by a program of self-insurance.

- D. RECORD RETENTION: RUHS-BH agrees to retain all records pertaining to this AGREEMENT for a period of ten (10) 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, RUHS-BH shall retain the original records until the resolution of such litigation or audit; HHS shall retain copies of the records until the resolution of such litigation or audit.

- E. 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

RUHS-BH and HHS 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.

CITY OF RIVERSIDE:

COUNTY OF RIVERSIDE:

Signed: _____

 Matthew Chang, M.D., MMM, Director
 Riverside University Health System -
 Behavioral Health

Title: _____

Date: _____

Date: _____

CITY ATTORNEY:
 Approved as to Form

COUNTY COUNSEL:
 Approved as to Form

By: Sean Murphy

 City Attorney

By: _____
 Deputy County Counsel

Certified as to Availability of Funds:

Attested By:

ATTACHMENT A SCOPE OF WORK

A. RUHS-BH RESPONSIBILITIES

RUHS-BH will provide three (3) full time Behavioral Health Specialist IIIs and three (3) full time Peer Support Specialists to work with HHS PSET.

RUHS-BH Assignments:

1. RUHS-BH Staff will work directly with PSET members and with HHS department administrators to bring direct knowledge and experience regarding behavioral health resources.
2. RUHS-BH shall furnish polo shirts and light jackets with RUHS-BH logos to clearly identify themselves.
3. RUHS-BH will provide BH staff with cell phones that have e-mail functionality.
4. RUHS-BH Information Technology (IT) staff will coordinate IT installation of RUHS-BH ELMR database and e-mail with Riverside City IT staff.
5. RUHS-BH Staff will routinely attend PSET daily roll calls in order to provide consultation and brief training as it is identified and requested by PSET
6. RUHS-BH Staff will work to find alternatives to divert behavioral health consumers into BH services and supports including emergency housing, hospitalization, outpatient BH services and other BH support services.
7. RUHS-BH Staff will provide alternatives to incarceration and arrest through referral and linkage to other community based behavioral health, substance use disorder (SUD), and/or social services resources.
8. RUHS-BH Staff will provide alternatives to behavioral health involuntary treatment through referral and linkage to other community based BH/SUD and social services resources.
9. RUHS-BH Staff will work directly with police to improve the appropriateness and quality of behavioral health detentions.
10. RUHS-BH Staff will provide engagement and outreach services to homeless persons who come in contact with police officers.
11. RUHS-BH Staff will provide assistance in dealing with calls involving domestic disturbances or violence that involve potential behavioral health challenged consumers. RUHS-BH Staff will provide assistance and support to children and families in crisis, and linkage to appropriate community services.

12. When direct services with PSET are not needed, RUHS-BH staff will remain at the PSET offices and will provide consultation in-person, by telephone or radio for police officers responding to behavioral health crisis situations.
13. PSET members often go to locations where homeless persons congregate. RUHS-BH Staff will go with PSET to work with homeless people where they congregate in order to identify and engage persons that may be eligible for RUHS-BH services and/or to facilitate referrals and linkage to community resources that may assist general population and homeless persons. RUHS-BH Staff will coordinate follow-up outreach with RUHS-BH Homeless Outreach Teams and/or City of Riverside PSET Outreach Teams as needed. RUHS-BH Staff will work in the office to arrange social service supports and coordinate services with other agencies and programs.
14. RUHS-BH Staff will coordinate with jail incarceration diversion teams and programs including behavioral health and drug courts to intervene and help to divert persons with a serious behavioral health disorder into appropriate and recommended BH treatment services and supports, and persons with impairing substance use disorders into substance abuse treatment services and supports.
15. RUHS-BH Staff may work directly with RUHS-BH Detention behavioral health staff to coordinate BH/SU services and assist with issues involving inmates detained through Riverside PD in post-booking, pre-trial diversion and linkage to community resources upon release from incarceration.
16. And other duties as agreed upon by both parties.

B. HHS RESPONSIBILITIES

1. HHS will assign PSET personnel and RUHS-BH staff to respond to requests for assistance in the field.
2. HHS will provide office space for RUHS-BH staff to perform assigned duties.
3. Workstations at each of the PSET offices that RUHS-BH staff will be assigned with internet access.
4. Each staff member will need general access Honeywell cards into PSET offices as identified by HHS.
5. Riverside City IT staff will coordinate IT installations with RUHS-BH IT, this includes compliance with Federal HIPAA required level of security and providing RUHS-BH staff with a City of Riverside e-mail account.
6. HHS will provide training, based on a curriculum developed and approved by RUHS-BH, regarding field operations and safety.
7. And other duties as agreed upon between by both parties.

ATTACHMENT B BUDGET

PERSONNEL					Annual	3 Years
Job Code	Position Title	FTE	Salary	Benefit	Total S&B	Grand Total
79726	CERTIFIED PEER SUPPORT SPECIALIST	3.00	\$ 63,434.00	\$ 37,391.58	\$ 302,476.74	\$ 907,430.22
79751	BEHAVIORAL HEALTH SPECIALIST III	3.00	\$ 68,970.00	\$ 39,700.87	\$ 326,012.61	\$ 978,037.83
					Total S&B	\$ 628,489.35
						\$ 1,885,468.05
OPERATIONS						
	Transportation				38,333.33	115,000.00
	Program Supplies				833.33	2,500.00
	Other Ops Expenses				8,000.00	24,000.00
	Communication				4,946.67	14,840.00
	Equipment				3,066.67	9,200.00
	Office Supplies				5,000.00	15,000.00
					Total Ops	\$ 60,180.00
						\$ 180,540.00
INDIRECT COST						
	Indirect (15%)				\$ 103,300.40	\$ 309,901.21
					SUBTOTAL	\$ 791,969.75
						\$ 2,375,909.26
EXPECTED REVENUE						
	Medi-Cal Revenue- FFP				\$ (118,795.46)	\$ (356,386.39)
					TOTAL	\$ 673,174.29
						\$ 2,019,522.87