

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

941



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**  
June 1, 2009

**SUBJECT:** Ratify the Cooperative Agreement with the City of Riverside Police Department for Crisis/Triage Mental Health Services.

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

1. Ratify the Cooperative Agreement between the Riverside County Department of Mental Health and the City of Riverside Police Department;
2. Authorize the Chairman of the Board to sign the Agreement; and
3. Authorize the Director of the Department of Mental Health to sign subsequent ministerial amendments and/or renewals with the City of Riverside Police Department through June 30, 2011.

**BACKGROUND:** On January 29, 2008, Agenda Item 3.35, the Board of Supervisors entered into an agreement between the Riverside County Department of Mental Health (RCDMH) and the California State Department of Mental Health (DMH) pursuant to the Mental Health Services Act (MHSA), known as the MHSA Plan. Under the approved MHSA Plan, the RCDMH Outreach and Engagement Work Plan was expanded in the area of General Community Outreach by including

Continued on next page...

JW:BL

*Jerry Wengerd*  
\_\_\_\_\_  
Jerry Wengerd, Director  
Department of Mental Health

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 500,000	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2008/09

<b>SOURCE OF FUNDS:</b> 100% State-MHSA Funded	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

**County Executive Office Signature**  
BY: *Debra Cournoyer*  
Debra Cournoyer

Policy  
 Policy  
 Consent  
 Consent

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL BY *LARISA R-MCKENNA* DATE *5/29/09*

Dept's Recomm.:  
 Per Exec. Ofc.:

**Prev. Agn. Ref.:** 3.35 of 1/29/2008, District: 1 **Agenda Number:**

3.71 of 1/10/06 & 3.26 of 12/12/06

**3.32**

**SUBJECT:** Ratify the Cooperative Agreement with the City of Riverside Police Department for Crisis/Triage Mental Health Services.

**BACKGROUND: (Cont'd)**

clinical therapists to form a Mental Health/Law Enforcement Collaborative.

The Mental Health/Law Enforcement Collaborative allows RCDMH Mental Health Service Staff (clinical therapists) to team with local Law Enforcement Officers and respond to 9-1-1 calls involving mental health issues. The collaborative will divert behavioral health (Mental Health and Substance Abuse) clients into appropriate community services and supports; and help reduce unnecessary hospitalizations and incarcerations, or the need for involuntary services.

Under the collaborative, RCDMH Mental Health Service Staff will work with the City of Riverside Police Department (RPD) Officers to respond to crisis and arrange for mental health services for individuals who come into contact with RPD Officers. This is the first collaborative between RCDMH and RPD in providing this type of service. Therefore, RCDMH desires to enter into this agreement with RPD to solidify the provision for these services.

**PERIOD OF PERFORMANCE:**

The agreement period is effective for three (3) years beginning July 1, 2008 and ending June 30, 2011. This agreement may be renewed annually upon mutual consent by both parties (RCDMH and RPD) and upon availability of MHSA grant funding.

**FINANCIAL IMPACT:**

Funds have been allocated in the FY 2008/09 Current Line Item Budget. These services are 100% State funded through MHSA grant funding and no additional general funds are necessary to provide these services.

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

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

- A. WHEREAS, RCDMH has been awarded Mental Health Services Act (“**MHSA**”) grant funding to expand the current Outreach and Engagement Work Plan. 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, RPD desires to establish a Mental Health Crisis Intervention Team and decrease adverse incidents involving mentally ill people; and
- C. WHEREAS, RCDMH is qualified to provide crisis/triage mental health service employees; and
- D. WHEREAS, the services provided by the RPD and RCDMH are vital to the implementation and success of the Mental Health/Law Enforcement Collaborative, in which the program is being funded under this AGREEMENT by MHSA grant funding; and
- E. WHEREAS, the AGREEMENT will serve as an understanding of the roles, responsibilities and services to be provided by RPD and RCDMH.

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 services.

II. PROGRAM GOALS

- A. Provide alternatives to those at risk of injury or death without appropriate mental health/substance abuse 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 abuse) problems into appropriate community services and supports.

III. DUTIES AND RESPONSIBILITIES

A. RCDMH RESPONSIBILITIES

Attachment 1 is attached hereto and incorporated herein by reference.

B. RPD RESPONSIBILITIES

Attachment 1 is attached hereto and incorporated herein by reference.

IV. FISCAL PROVISIONS

A. REIMBURSEMENT/PAYMENT

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

B. COMPENSATION

Neither party to this AGREEMENT shall be obligated to pay any monetary compensation to the other. Further, neither party to this AGREEMENT shall be obligated to pay any third party as a result of this AGREEMENT.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This AGREEMENT shall be effective for three (3) years beginning July 1, 2008 and ending June 30, 2011. This agreement may be renewed annually upon mutual consent by both parties (RCDMH and RPD) and upon availability of MHSA grant 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 address as follows:

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

RPD: City of Riverside  
Police Department  
Office of the Chief  
4102 Orange 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

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

RPD shall maintain the confidentiality of all mental health and substance abuse health records that it maintains, receives, or sends to RCDMH. 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 shall have reasonable safeguards in place to prevent unauthorized access to records.

Applicable Confidentiality Laws include, but 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 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 shall indemnify and hold harmless RCDMH, 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, its officers, employees, or agents.

RCDMH agrees to maintain the confidentiality of all criminal and law enforcement information in accordance with all applicable Federal, State and local laws and regulations. RCDMH 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. RCDMH will not divulge RPD confidential information to any unauthorized person.

RCDMH shall maintain the confidentiality of all mental health and substance abuse health records that it maintains, receives, or sends to RPD. 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. RCDMH 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 RPD is an independent entity and that no relationship of employer-employee exists between the parties hereto. RPD shall not be entitled to any benefits payable to employees of the County of Riverside or RCDMH, including County Workers' Compensation Benefits. RCDMH is not required to make any deductions from the compensation payable to RPD under the provisions of this AGREEMENT; and as an independent entity, RPD hereby hold RCDMH and/or

ORIGINAL

**SIGNATORIES**

The RCDMH 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:**

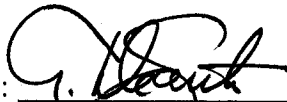
County of Riverside  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA 92501

**INFORMATION COPY:**

County of Riverside  
Department of Mental Health  
P.O. Box 7549  
Riverside, CA 92503-7549

**CITY OF RIVERSIDE  
POLICE DEPARTMENT:**

**COUNTY OF RIVERSIDE:**

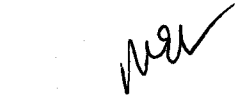
Signed:  \_\_\_\_\_

\_\_\_\_\_  
Jeff Stone, Chairman  
Riverside County Board of Supervisors

Title: Assistant City Manager

Date: February 19, 2009

Address:  
City of Riverside  
Police Department  
4102 Orange Street  
Riverside, CA 92501

  
Attest: Sherry Norton-Elliott  
City Clerk

ATTEST \_\_\_\_\_, CLERK

Deputy: \_\_\_\_\_

**COUNTY COUNSEL:**

PAMELA J. WALLS  
Approved as to Form

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO FORM**

  
James E. (Jeb) Brown  
Supervising Deputy City Attorney

the County of Riverside harmless from any and all claims that may be made against RCDMH 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 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.

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

- D. RECORD RETENTION: The RPD 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, the RCDMH shall retain the original records until the resolution of such litigation or audit; the RPD 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 the AGREEMENT, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

## ATTACHMENT 1

## A. RCDMH Responsibilities

1. Mental Health (MH) 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 MH staff will be required to pass security background requirements as determined by RPD.
3. MH Staff shall be required to adhere to dress code requirements as specified by RPD for Crisis Intervention Team members.
4. RCDMH shall furnish polo shirts and light jackets with logos or insignia as approved by RPD.
5. RCDMH will provide MH staff with cell phones that have e-mail functionality.
6. RCDMH Information Technology (IT) staff will coordinate IT installation of RCDMH SPUDS database and e-mail with RPD IT staff.
7. MH 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. MH 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. MH 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. MH Staff will provide alternatives to incarceration and arrest through referral and linkage to other community based mental health, substance abuse (SA), and/or social services resources.
11. MH Staff will provide alternatives to mental health involuntary treatment through referral and linkage to other community based MH/SA and social services resources.
12. MH Staff will provide crisis intervention service planning for individuals with mental health issues who are frequently the subject of 9-1-1 calls.
13. MH Staff will work directly with police to improve the appropriateness and quality of mental health detentions.
14. MH Staff will work with police to provide direct intervention from the perspective of mental health background and training.

15. MH Staff will provide engagement and outreach services to homeless mentally ill persons who come in contact with police officers.
16. MH Staff will provide assistance in dealing with calls involving domestic disturbances or violence that involve potential mentally ill or substance abuse consumers. MH Staff will provide assistance and support to children and families in crisis, and linkage to appropriate community services.
17. MH 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. MH Staff working within the Police Department will have computer and telephone access, RCDMH 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, MH 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. MH 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 RCDMH services and/or to facilitate referrals and linkage to community resources that may assist general population and homeless persons. MH Staff will coordinate follow-up outreach with RCDMH Homeless Outreach Teams and/or City of Riverside Homeless Outreach Teams as needed. The MH Staff will work in office to arrange social service supports and coordinate services with other agencies and programs.
21. MH 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 abuse disorders into substance abuse treatment services and supports.
22. MH Staff may work directly with RCDMH Detention Mental Health staff to coordinate MH/SA 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. MH 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. MH 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.
26. The number of MH Staff assigned to the program and their work hours to be mutually agreed upon by both parties.

**B. RPD Responsibilities**

1. RPD will assign law enforcement personnel and RCDMH staff to respond to requests for assistance in the field.
2. Work stations at each of the RPD substations that MH staff will be assigned with computers and Internet access.
3. Each staff member will need general access Honeywell cards into the Magnolia Police Station and Lincoln Police Station.
4. RPD IT staff will coordinate IT installations with RCDMH IT, this includes compliance with Federal HIPAA required level of security and providing MH staff with a City of Riverside e-mail account.
5. RPD will conduct security background investigations for designated MH staff and maintain the confidential records of the investigation outcomes.
6. RPD shall provide standard external identification vests to MH staff.
7. RPD will provide training, based on a curriculum developed and approved by RCDMH, regarding field operations and safety.
8. And other duties as agreed upon between by both parties.