

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

927



FROM: Riverside University Health System – Behavioral Health

SUBMITTAL DATE:
November 20, 2015

SUBJECT: Approve the Cooperative Agreement with the City of Palm Springs for Mental Health Crisis Intervention and Homeless Outreach Services for FY 15/16 through FY 16/17. (District: 4) [\$330,000 City of Palm Springs funds].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement with the City of Palm Springs and Riverside University Health System – Behavioral Health (RUHS-BH) in the amount of \$165,000 per year;
2. Authorize the Chairman of the Board to sign the Agreement; and
3. Authorize the Mental Health Director to sign subsequent ministerial amendments and/or renewals with the City of Palm Springs through June 30, 2017.

BACKGROUND:

The purpose and intent of the community collaborative between the RUHS-BH and the City of Palm Springs is to allow RUHS-BH service staff to team with law enforcement and respond to 9-1-1 calls involving mental health issues.

(Continued on Page 2)

JW:jb

Maria T. Mabey
Maria T. Mabey, Assistant Director
for Jerry Wengerd, Behavioral Health Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 165,000	\$ 165,000	\$ 330,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: City of Palm Springs 100%

Budget Adjustment: NO

For Fiscal Year: 15/16 – 16/17

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:

Christopher M. Hans
Christopher M. Hans

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: December 8, 2015
xc: RUHS-Behavioral

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.:

District: 4

Agenda Number:

3-51

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve the Cooperative Agreement with the City of Palm Springs for Mental Health Crisis Intervention and Homeless Outreach Services for FY 15/16 through FY 16/17. (District: All) [\$165,000 City funds].

DATE: December 8, 2015

PAGE: Page 2 of 2

BACKGROUND (Continued):

The Palm Springs Police Department (PSPD) desires to partner with the Mental Health Crisis Intervention Team program in order to decrease adverse incidents involving mentally ill individuals.

In addition, the Palm Springs Community Economic Development Department (PSCEDD) desires to establish a coordinated homeless outreach team that includes a RUHS-BH employee, qualified to provide specialized homeless outreach, dedicated to respond within the City of Palm Springs. RUHS-BH desires to enter this agreement with the City to solidify the provision of these services.

The intent of the cooperative agreement is to:

- Provide mental health crisis services to those at risk of injury or death without appropriate mental health/substance use crisis services provided directly in the community in collaboration with local law enforcement;
- Reduce jail incarcerations and involuntary mental health treatment/hospitalizations for individuals whose behavior is influenced by a mental health crisis and who are the subject of 9-1-1 calls; and
- Attempt to divert individuals with behavioral health (mental health and/or substance use) problems into appropriate community services and supports.

The intent is also to provide homeless outreach in order to engage hard to reach homeless who suffer from a serious mental illness and/or substance use disorder, and link them to all available RUHS-BH and community resources in a coordinated and effective manner.

Therefore, the RUHS-BH is requesting that the Board of Supervisors approve and authorize the Chairman of the Board to execute the cooperative agreement with City of Palm Springs for the provision of crisis mental health and homeless outreach services, with an annual cost of \$165,000 through FY 16/17.

Impact on Citizens and Businesses

Services will be provided to or on behalf of a beneficiary for a condition, which requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to crisis intervention, assessment and collateral. The mental health crisis intervention and homeless outreach services will expand the capacity to provide mental health services to citizens/clients of Riverside County who experience sudden mental health crisis in the community, or whose treatment in the standard outpatient setting has been disrupted. These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

Additional Fiscal Information

There are sufficient appropriations in the department's FY 15/16 budget and no additional County funds are required. Funding for FY 16/17 will be budgeted through the normal budget process.

**COOPERATIVE AGREEMENT
BETWEEN
THE COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH
AND
THE CITY OF PALM SPRINGS
FOR 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 Palm Springs (hereinafter "**PALM SPRINGS**") 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, Palm Springs Police Department (hereinafter "**PSPD**") desires to continue the Mental Health Crisis Intervention Team program in order to decrease adverse incidents involving mentally ill people; and
- C. WHEREAS, Palm Springs Community and Economic Development Department (hereinafter "**PSCEDD**") desires to establish a coordinated homeless outreach team, that includes a qualified DMH mental health service employees, dedicated to respond within the City of Palm Springs.
- D. WHEREAS, DMH is qualified to provide 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 PALM SPRINGS 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 homeless outreach services, and crisis/triage mental health services as needed.

II. PROGRAM GOALS

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

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- 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.
- E. 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

The responsibilities of DMH under this Agreement are described in Section A of Attachment 1 to this Agreement.

B. PALM SPRINGS RESPONSIBILITIES

The responsibilities of Palm Springs under this Agreement are described in Section B of Attachment 1 of this Agreement.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT AND SOURCE OF FUNDS

Total payment under this AGREEMENT will not exceed \$165,000.00 annually for the program period, 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 Palm Springs and DMH budgets and is subject to change dependant on funding fluctuations.

B. COMPENSATION

DMH shall bill Palm Springs for one (1) Behavioral Health Specialist II (BHS II) and one (1) Mental Health Peer Specialist (MHPS) positions.

1. Salaries and Benefits

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

2. County Vehicle Leasing

County leasing costs of \$300 monthly shall be billed based on the actual cost.

3. Prior to July 1 of each year, DMH shall notify PALM SPRINGS of salaries and benefit cost changes.

C. REIMBURSEMENT/PAYMENT/ COMPENSATION

DMH shall compile all payments made by DMH to fund the BHS II and MHPS by quarter and shall include them in the quarterly billing to be received by PALM SPRINGS 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, PALM SPRINGS will pay the estimated invoice and an adjustment will be made by DMH on the subsequent quarter's billing for the difference. PALM SPRINGS 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 one (1) year beginning on the date DMH commence service with PALM SPRINGS. This AGREEMENT may be renewed annually upon mutual consent by all parties (DMH, PSPD and PSCEDD) 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 Palm Springs' 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

PALM SPRINGS: City of Palm Springs
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262-6959
Attn: City Manager

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

PSPD and PSCEDD 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. PSPD and PSCEDD 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. PSPD and PSCEDD will not divulge any mental health and/or substance use client information to any unauthorized person.

PSPD and PSCEDD 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. PSPD and PSCEDD 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. PSPD and PSCEDD shall require all its officers, employees, and agents providing services hereunder to acknowledge the understanding of an agreement to fully comply with, such confidentiality provisions.

PSPD and PSCEDD 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 PSPD and PSCEDD, 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 PSPD and PSCEDD 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 PSPD and/or PSCEDD. 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 PALM SPRINGS is an independent entity and that no relationship of employer- employee exists between the parties hereto. PALM SPRINGS 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 PALM SPRINGS under the provisions of this AGREEMENT; and as an independent entity, PALM SPRINGS 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: PALM SPRINGS 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; PALM SPRINGS 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

DMH and PSPD 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:

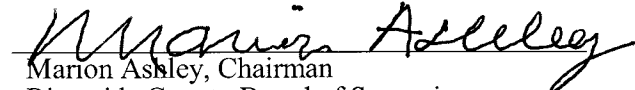
County of Riverside
Department of Mental Health
Attn: Program Support
P.O. Box 7549
Riverside, CA 92503-7549

CITY OF PALM SPRINGS

COUNTY OF RIVERSIDE:

Signed




Marion Ashley, Chairman
Riverside County Board of Supervisors

Title:

City Manager



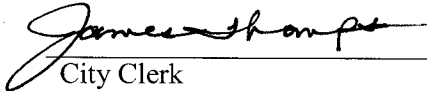
Date:

11/9/15

Date

DEC 08 2015

ATTEST:


City Clerk

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

Deputy:

N/A

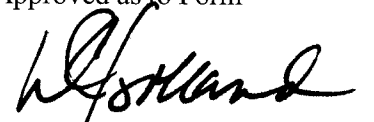
Deputy:



City of Palm Springs
PO Box 2743
3200 E Tahquitz Canyon Way
Palm Springs, CA 92263

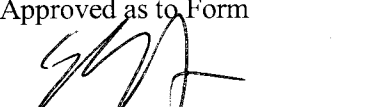
CITY COUNSEL:
Approved as to Form

By:


City Counsel **ATTORNEY**

COUNTY COUNSEL:
GREGORY P. PRIAMOS
Approved as to Form

By:


Deputy County Counsel

APPROVED BY CITY COUNCIL
10.21.15 LA ABTS

ATTACHMENT 1

A. DMH RESPONSIBILITIES

DMH will provide one full-time Behavior Health Specialist II and one full-time Mental Health Peer Specialist to work with PSPD.

PSPD 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 PSPD.
3. DMH Staff shall be required to adhere to dress code requirements as specified by PSPD for Crisis Intervention Team members.
4. DMH shall furnish polo shirts and light jackets with logos or insignia as approved by PSPD.
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 PSPD IT staff.
7. DMH Staff will routinely attend PSPD daily roll calls in order to provide consultation and brief training as it is identified and requested by PSPD.
8. DMH Staff will routinely be assigned by PSPD to ride with patrol officers in the field in order to respond to 9-1-1 calls as requested by PSPD 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 homeless 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 working within the Police Department will have computer and telephone access, DMH enrollment, and service contact information to utilize and assist enrolled clients coordinating on-going support from DMH.
18. When direct services with police patrol officers are not needed, DMH staff will visit local Homeless Service Providers, and engage homeless persons.
19. 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 mobile Homeless Outreach Teams and/or Crisis Intervention Teams as needed. DMH Staff will work in the office to arrange social service supports and coordinate services with other agencies and programs.
20. 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.
21. DMH Staff may work directly with DMH Detention Mental Health staff to coordinate MH/SU services and assist with issues involving inmates detained through PSPD in post-booking, pre-trial diversion and linkage to community resources upon release from incarceration.
22. 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 Palm Springs Fire Department (PSFD) paramedics.
23. 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).

24. And other duties as agreed upon by both parties.

PSCEDD Assignments:

1. DMH staff will work directly with PSCEDD to identify and engage homeless persons who appear to suffer from a serious mental health and/or substance use disorder.
2. DMH staff shall be provided cell phones.
3. DMH staff assigned to PSCEDD 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. PALM SPRINGS RESPONSIBILITIES

PSPD

1. PSPD will assign law enforcement personnel and DMH staff to respond to requests for assistance in the field.
2. Each staff member will need general access Honeywell cards into PSPD Police Station as identified by PSPD.
3. PSPD 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 Palm Springs e-mail account.
4. PSPD will conduct security background investigations for designated DMH staff and maintain the confidential records of the investigation outcomes.
5. PSPD shall provide standard external identification vests to DMH staff.
6. PSPD will provide training, based on a curriculum developed and approved by DMH, regarding field operations and safety.
7. And other duties as agreed upon between by both parties.

PSCEDD

1. PSCEDD will reimburse DMH for salary and benefit cost incurred for the positions of Behavioral Health Specialist II and Mental Health Peer Specialist.