

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



ITEM
3.23
(ID # 9543)

MEETING DATE:

Tuesday, May 21, 2019

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve the Cooperative Agreement with the City of Indio for the Behavioral Health Crisis Intervention and Homeless Outreach Services for FY 19/20 through FY 21/22, District 4. [\$100,000 Annually, \$300,000 Total for 3 years, 100% City of Indio Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement with the City of Indio for the Behavioral Health Crisis Intervention and Homeless Outreach Services effective July 1, 2019 through June 30, 2022 in the amount of \$100,000 annually, with the option to renew annually for up to three additional years, and authorize the Chairman of the Board of Supervisors to execute the Agreement on behalf of the County; and
2. Authorize the Behavioral Health Director to sign ministerial amendments and renewals with the City of Indio through June 30, 2025.

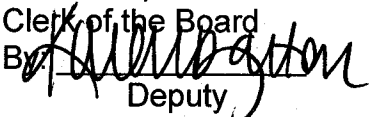
ACTION: Policy


Matthew Chang, Director 4/23/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: May 21, 2019
xc: RUHS-Behavioral Health

Kecia Harper
Clerk of the Board

Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$100,000	\$300,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: City of Indio 100%			Budget Adjustment:	No
			For Fiscal Year: 19/20 – 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The purpose and intent of the community collaborative between the Riverside University Health System - Behavioral Health (RUHS-BH) and the City of Indio is to allow RUHS-BH service staff to team with law enforcement and respond to 9-1-1 calls involving behavioral health issues. Indio Police Department (Indio-PD) desires to collaborate with the Behavioral Health Crisis Intervention Team in order to decrease adverse incidents involving mentally ill individuals.

The intent of the cooperative agreement is to:

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

Additionally, the cooperative agreement intends 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.


Impact on Citizens and Businesses

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

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Additional Fiscal Information

This cooperative agreement is funded through the City of Indio and includes termination clauses, in the event applicable Federal, State and/or City funds become unavailable for the provision of services. No County funds are required.


Brianna Lantajo

5/14/2019


Gregory V. Prietos, Director County Counsel

5/9/2019

COOPERATIVE AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
AND
THE CITY OF INDIO
FOR CRISIS/TRIAGE BEHAVIORAL HEALTH 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 Indio, a California municipal corporation, through the Indio Police Department (hereinafter “**Indio PD**”) 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 Behavioral Health/Law Enforcement Collaborative, is to allow Behavioral Health Service Staff to team with Law Enforcement and respond to 9-1-1 calls involving behavioral health issues; and
- B. WHEREAS, Indio PD desires to enter into a Cooperative Agreement for Crisis/Triage Behavioral Health Services; and
- C. WHEREAS, Indio PD desires to enter into the Behavioral Health Crisis Intervention Team program in order to decrease adverse incidents involving mentally ill people; and
- D. WHEREAS, RUHS-BH and Indio PD desire to enter into the program detailed in the Cooperative Agreement; and
- E. WHEREAS, RUHS-BH is qualified to provide crisis/triage behavioral health service employees; and
- F. WHEREAS, the AGREEMENT will serve as an understanding of the roles, responsibilities and services to be provided by Indio PD and RUHS-BH; and

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 behavioral health and homeless outreach services.

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.
- B. Reduce jail incarcerations and involuntary BH treatment/hospitalizations for individuals whose behavior is influenced by a behavioral health disorder/crisis and who are the subject of 9-1-1 calls.
- C. Attempt to divert individuals with behavioral health (behavioral 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 RUHS-BH and community resources in a coordinated and effective manner.

III. DUTIES AND RESPONSIBILITIES

A. RUHS-BH RESPONSIBILITIES

RUHS-BH shall provide one full time Clinical Therapist to work with the Indio Police Department and shall perform the services (“services”) listed in Attachment 1, which is attached hereto and incorporated herein by reference.

B. Indio PD RESPONSIBILITIES

The Indio Police Department shall provide the services listed in Attachment 1, which is attached hereto and incorporated herein by reference.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT AND SOURCE OF FUNDS

Total payment to be funded by Indio PD under this AGREEMENT shall not exceed \$100,000 annually for the program period of July 1, 2019 through June 30, 2022, This AGREEMENT shall be funded through funds identified in the annual City of Indio and RUHS-BH budgets and is subject to change dependent on funding fluctuations.

B. COMPENSATION

RUHS-BH shall bill Indio PD for one (1) Clinical Therapist II (CT II) position, but in no event shall compensation for the Clinical Therapist Position and services exceed \$100,000 for the relevant fiscal year during the term (“Compensation Cap”) of the agreement. Any costs above this amount shall be the obligation of RUSH-BH

1. Salaries and Benefits

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

C. REIMBURSEMENT/PAYMENT/ COMPENSATION

RUHS-BH shall compile all payments made to fund the CT II position by quarter and shall include them in the quarterly billing to be received by Indio PD 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, Indio PD will pay the estimated invoice and an adjustment will be made by RUHS-BH on the subsequent quarter's billing for the difference. Indio PD will reimburse RUHS-BH 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.

Indio PD is responsible for reimbursement of up to \$100,000 annually for three years of the total costs to offset the Clinical Therapist II (CT II) position.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This AGREEMENT shall be effective for three (3) years beginning July 1, 2019 and ending June 30, 2022. This AGREEMENT may be renewed annually thereafter upon mutual consent by both parties (RUHS-BH and Indio PD) 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 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 Indio'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:

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

INDIO PD: City of Indio
Indio Police Department
46800 Jackson Street
Indio, CA 92201

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

Indio PD 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. Indio PD 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. Indio PD and RUHS-BH will not divulge any behavioral health and/or substance use client information to any unauthorized person.

Indio PD 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. Indio PD and RUHS-BH 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. Indio PD 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.

Indio PD 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 Indio PD 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 Indio PD confidential information to any unauthorized person.

RUHS-BH shall maintain the confidentiality of all behavioral health and substance use health records that it maintains, receives, or sends to Indio PD. 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. RUHS-BH 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 that both Indio PD and RUHS-BH are independent entities and that no relationship of employer-employee exists between the parties hereto. Indio PD 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 person filling the Clinical Therapist II position, be entitled to any City benefits RUHS-BH is not required to make any deductions from the compensation payable to Indio PD under the provisions 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: RIVERSIDE agrees to retain all records pertaining to this AGREEMENT for a period of five (5) 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; Indio PD 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.

ATTACHMENT 1

A. RUHS-BH RESPONSIBILITIES

RUHS-BH will provide one full time Clinical Therapist to work with Indio PD.

RUHS-BH Assignments:

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

13. RUHS-BH Staff will work directly with police to improve the appropriateness and quality of behavioral health detentions.
14. RUHS-BH Staff will work with police to provide direct intervention from the perspective of behavioral health background and training.
15. RUHS-BH Staff will provide engagement and outreach services to homeless mentally ill persons who come in contact with police officers.
16. RUHS-BH Staff will provide assistance in dealing with calls involving domestic disturbances or violence that involve potential mentally ill or substance use consumers. RUHS-BH Staff will provide assistance and support to children and families in crisis, and linkage to appropriate community services.
17. RUHS-BH Staff will assist the Indio PD in establishing Crisis Intervention Teams (CITs) consisting of police officers who are specialty trained and certified by Indio PD in behavioral health crisis intervention to be deployed to 5150/9-1-1 calls.
18. RUHS-BH Staff working within the Police Department will have computer and telephone access, RUHS-BH 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, RUHS-BH staff will remain at the police department offices and will provide consultation in-person, by telephone or radio for police officers responding to behavioral health crisis situations.
20. Police officers often go to locations where homeless persons congregate. RUHS-BH 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 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 Indio Homeless 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.
21. 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.
22. 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 Indio PD in post-booking, pre-trial diversion and linkage to community resources upon release from incarceration.

23. RUHS-BH Staff may work with other behavioral 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. RUHS-BH Staff will develop public information brochures regarding police/BH 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.

B. INDIO PD RESPONSIBILITIES

1. Indio PD will assign law enforcement personnel and RUHS-BH staff to respond to requests for assistance in the field.
2. Work stations at each of the Indio PD substations that RUHS-BH staff will be assigned with computers and Internet access.
3. Each staff member will need general access Honeywell cards into Indio PD Police Stations as identified by Indio PD.
4. Indio PD 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 Indio e-mail account.
5. Indio PD will conduct security background investigations for designated RUHS-BH staff and maintain the confidential records of the investigation outcomes.
6. Indio PD shall provide a logo shirt and a ballistic vest to RUHS-BH liaison/staff.
7. Indio PD will provide training, based on a curriculum developed and approved by RUHS-BH, regarding field operations and safety.
8. And other duties as agreed upon between by both parties.

SIGNATORIES

RUHS-BH and Indio PD 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
Riverside University Health System - Behavioral Health
Attn: Program Support
P.O. Box 7549
Riverside, CA 92503-7549

CITY OF INDIO:

COUNTY OF RIVERSIDE:

Signed: 


Kevin Jeffries, Chairman
Riverside County Board of Supervisors

Title: MAYOR

Date: JULY 17, 2019

Date: MAY 21 2019

ATTEST: 
City Clerk Administrator

Deputy: N/A

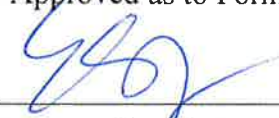
City of Indio
46800 Jackson Street
Address: Indio, CA 92201

ATTEST:
KECIA RI HARPER, Clerk
By 
DEPUTY

CITY ATTORNEY:
Approved as to Form

By: 
City Attorney

COUNTY COUNSEL:
GREGORY P. PRIAMOS
Approved as to Form

By: 
Deputy County Counsel