

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



ITEM: 3.21
(ID # 26666)

MEETING DATE:
Tuesday, January 28, 2025

FROM : RUHS-BEHAVIORAL HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve the Cooperative Agreement with the City of Palm Springs for Crisis Triage Behavioral Health Services for FY 2024/2025, With the Option to Renew Annually through FY 2026/2027, District Four. [\$140,327 Annually, \$420,981 Total for 3 Years, 100% City of Palm Springs Funds].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Cooperative Agreement with the City of Palm Springs for Crisis Triage Behavioral Health Services, effective July 1, 2024, through June 30, 2025, in the amount of \$140,327, with the option to renew for up to two additional years, in the amount of \$140,327 annually, and authorize the Chair of the Board to execute the Agreement on behalf of the County; and
2. Authorize the Director of Behavioral Health, or his designee, to sign ministerial amendments and renewals with the City of Palm Springs through June 30, 2027. This authority shall include the signature of necessary acceptance documents, exhibits, certifications, and reports as approved by County Counsel.


ACTION:Policy


Matthew Chang, Director 11/21/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 28, 2025
xc: RUHS-BH

Kimberly A. Rector
Clerk of the Board
By: 
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	\$ 140,327	\$ 140,327	\$ 420,981	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: City of Palm Springs 100%			Budget Adjustment:	No
			For Fiscal Year:	24/25-26/27

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The purpose and intent of the community collaborative between 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 behavioral health issues. Palm Springs Police Department (Palm Springs-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 provides homeless outreach in order to engage hard-to-reach homeless who suffer from 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.

RUHS-BH is requesting that the Board of Supervisors approve the Cooperative Agreement for the period July 1, 2024 through June 30, 2025. Total payment to be funded by the City of Palm Springs, Palm Springs PD under this Agreement shall not exceed \$422,385 for the program period of July 1, 2024, through June 30, 2027. This Agreement shall be funded through funds identified in the annual City of Palm Springs budgets and is subject to change dependent on funding fluctuations.

Impact on Residents 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 crises in the community. Service activities may include,

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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.

Additional Fiscal Information

This Cooperative Agreement is funded through the City of Palm Springs 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.

ATTACHMENT A

	FY24/25	FY25/26	FY26/27	Total
Palm Springs PD	\$140,327	\$140,327	\$140,327	\$420,981
Total Costs	\$140,327	\$140,327	\$140,327	\$420,981


Jacqueline Ruiz, Principal Analyst 1/21/2025

**COOPERATIVE AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
AND
THE CITY OF PALM SPRINGS
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**"), the City of Palm Springs (hereinafter "**CITY**"), a California charter city and municipal corporation, through the City of Palm Springs Police Department (hereinafter "**PALM SPRINGS PD**") and is based on the following representations and statements of purpose (collectively "**Parties**" and each a "**Party**").

WHEREAS, the purpose and intent of the Community Behavioral Assessment Team, is to allow Behavioral Health Service Staff to team with Law Enforcement and respond to 9-1-1 calls involving behavioral health issues; and

WHEREAS PALM SPRINGS PD provides all law enforcement services in the City of Palm Springs and has control of law enforcement operations;

WHEREAS, CITY and PALM SPRINGS PD desire to enter into a Cooperative Agreement for Community Behavioral Assessment Team;

WHEREAS, CITY and PALM SPRINGS PD desire to enter into this Community Behavioral Assessment Team program in order to decrease adverse incidents involving behaviorally ill people;

WHEREAS, RUHS-BH, CITY and PALM SPRINGS PD desire to enter into the program detailed in this Cooperative Agreement;

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

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

NOW, THEREFORE, Parties mutually agree as follows:

I. SCOPE OF SERVICE

The purpose of the Agreement between Parties 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 Behavioral Health 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 behavioral 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

The duties and responsibilities of RUHS-BH are set forth in Attachment 1, attached hereto and incorporated herein by reference.

B. PALM SPRINGS PD RESPONSIBILITIES

The duties and responsibilities of PALM SPRINGS PD are set forth in Attachment 1, attached hereto and incorporated herein by reference.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT AND SOURCE OF FUNDS

Total payment to be funded by CITY under this Agreement shall not exceed \$140,327 for the program period of July 1, 2024 through June 30, 2025 as outlined in Attachment 1. This AGREEMENT shall be funded through funds identified in the annual City of Palm Springs and RUHS-BH budgets and is subject to change dependent on funding fluctuations.

B. COMPENSATION

RUHS-BH shall bill CITY for one (1) Clinical Therapist II (CT II) position, but in no event shall compensation for the Clinical Therapist Position and services exceed the amounts as outlined under Attachment A - Schedule of Reimbursement for the relevant fiscal year during the term ("Compensation Cap") of the agreement.

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 positions by quarter and shall include them in the quarterly billing to be received by CITY 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, CITY will pay the estimated invoice and an adjustment will be made by RUHS-BH on the subsequent quarter's billing for the difference. CITY will reimburse RUHS-BH within 30 days after receipt of the invoice.

Equipment purchased by either Party will remain that Party's separate property and shall be returned to the owning Party upon termination of this AGREEMENT.

- D. If in subsequent terms of this AGREEMENT, the Parties desire to provide for such reimbursement, it shall be done through an amendment to this AGREEMENT signed by both Parties.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

The Parties acknowledge and agree that CITY began rendering services to RUHS-BH on July 1, 2024, and were accepted by RUHS-BH without a written services Agreement. All actions taken by both CITY and RUHS-BH prior to the date hereof are hereby confirmed and ratified by way of execution of this Agreement.

This AGREEMENT shall be effective for one (1) year beginning July 1, 2024 and ending June 30, 2025. This AGREEMENT may be renewed annually, for two additional years, upon mutual consent by both parties in writing and upon availability of funding, unless terminated earlier by either Party pursuant to subsection D

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 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 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

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. 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

CITY: City of Palm Springs
Office of the City Manager
Attn: Flinn Fagg
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

F. CONFIDENTIALITY

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

PALM SPRINGS 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. PALM SPRINGS 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. PALM SPRINGS PD and RUHS-BH shall require all its officers, employees, and agents providing services hereunder to acknowledge the understanding of this Agreement and to fully comply with, such confidentiality provisions.

PALM SPRINGS PD and RUHS-BH shall indemnify and hold harmless RUHS-BH, 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 PALM SPRINGS PD and RUHS-BH, respectively, or their respective 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 PALM SPRINGS 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 PALM SPRINGS 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 all parties are independent entities and that no relationship of employer-employee exists between the parties hereto. CITY, PALM SPRINGS PD, and their employees shall not be entitled to any benefits payable to employees of the County of Riverside or RUHS-BH, including County Workers' Compensation Benefits. RUHS-BH is not required to make any deductions from the compensation payable to CITY and/or PALM SPRINGS PD under the provisions of this Agreement. BUHS-BH and its employees shall not be entitled to any benefits payable to employees of the CITY or PALM SPRINGS PD, including Workers' Compensation Benefits. As independent entities, CITY, PALM SPRINGS PD and RUHS-BH hereby hold one another and/or the County of Riverside harmless from any and all claims that may be made against RUHS-BH, PALM SPRINGS PD, the CITY, and/or County of Riverside, or any of their respective employees, based upon any contention 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 agencies, officers, agents and employees in any legal action(s) or claim(s) against Indemnifying Party based upon such alleged acts or omissions..

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:

RUHS-BH agrees to retain all records pertaining to this Agreement for a period of ten 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; PALM SPRINGS 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.

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SIGNATORIES

RUHS-BH, CITY and PALM SPRINGS 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.

Signed: 


Chairperson **V. MANDEL PEREZ**
Riverside County Board of Supervisors

Title: City Manager

Date: 1/8/25

Date: 1/28/2025 **ATTEST:**
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

ATTORNEY:
Approved as to Form

By: 
Attorney

COUNTY COUNSEL:
Approved as to Form

By: Gregg Gu
Deputy County Counsel

ATTACHMENT 1

A. RUHS-BH RESPONSIBILITIES

1. RUHS-BH will provide one (1) full time Clinical Therapist to work with PALM SPRINGS PD.
2. 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.
3. All assigned RUHS-BH Staff will be required to pass a basic civilian security background clearance as determined by PALM SPRINGS PD.
4. RUHS-BH Staff shall be required to adhere to dress code requirements as specified by PALM SPRINGS PD for Community Behavioral Assessment Team members.
5. RUHS-BH shall furnish polo shirts and light jackets with logos or insignia as approved by PALM SPRINGS PD.
6. RUHS-BH will provide Behavioral Health Staff with cell phones that have e-mail functionality.
7. RUHS-BH Information Technology (IT) Staff will coordinate IT installation of RUHS-BH Electronic Management of Records database and e-mail with PALM SPRINGS PD IT Staff.
8. RUHS-BH Staff will routinely attend PALM SPRINGS PD daily roll calls in order to provide consultation and brief training as it is identified and requested by PALM SPRINGS PD.
9. RUHS-BH Staff will routinely be assigned by PALM SPRINGS PD to ride with patrol officers in the field in order to respond to 9-1-1 calls as requested by PALM SPRINGS PD Dispatch.
10. 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.
11. 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.
12. 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.
13. 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.

14. RUHS-BH Staff will work directly with police to improve the appropriateness and quality of behavioral health detentions.
15. RUHS-BH Staff will work with police to provide direct intervention from the perspective of behavioral health background and training.
16. RUHS-BH Staff will provide engagement and outreach services to homeless behaviorally ill persons who come in contact with police officers.
17. RUHS-BH Staff will provide assistance in dealing with calls involving domestic disturbances or violence that involve potential behaviorally 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.
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 Palm Springs 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 PALM SPRINGS 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 compile public information brochures regarding police/BH collaboration, contact information and phone numbers for community resources and referrals, and Frequently Asked Questions (FAQs).
25. RUHS-BH staff shall perform other duties as agreed upon by both parties.

B. CITY RESPONSIBILITIES

CITY shall be responsible for payment of the amounts as outlined under Attachment A – Schedule of Reimbursement.

C. PALM SPRINGS PD RESPONSIBILITIES

1. PALM SPRINGS 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 PALM SPRINGS 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 PALM SPRINGS PD Police Stations as identified by PALM SPRINGS PD.
4. PALM SPRINGS 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 Palm Springs e-mail account.
5. PALM SPRINGS PD will conduct security background investigations for designated RUHS-BH Staff and maintain the confidential records of the investigation outcomes.
6. PALM SPRINGS PD shall provide a ballistic vest to RUHS-BH liaison/Staff.
7. PALM SPRINGS PD will provide training, based on a curriculum developed and approved by RUHS-BH, regarding field operations and safety.
8. PALM SPRINGS PD staff shall perform other duties as agreed upon between by both parties.

ATTACHMENT A

Schedule of Reimbursement

City of Palm Springs Payable to RUHS-BH

		FY24/25	FY25/26	FY26/27	Total
Palm Springs PD		\$140,327	\$140,327	\$140,327	\$420,981
Total Costs		\$140,327	\$140,327	\$140,327	\$420,981