

**COOPERATIVE AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
AND
THE CITY OF MENIFEE
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 Menifee, a California charter city and municipal corporation, through the City of Menifee Police Department (hereinafter "MENIFEE 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 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

WHEREAS, MENIFEE PD desires to enter into a Cooperative Agreement for Crisis/Triage Behavioral Health Services;

WHEREAS, MENIFEE PD desires to enter into the Behavioral Health Crisis Intervention Team program in order to decrease adverse incidents involving behaviorally ill people;

WHEREAS, RUHS-BH and MENIFEE PD desire to enter into the program detailed in the 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 MENIFEE 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. MENIFEE PD RESPONSIBILITIES

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

IV. FISCAL PROVISIONS

- A. RUHS-BH shall fully fund one (1) Clinical Therapist (CT) II position and no offset is required from MENIFEE PD.
- B. 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.
- C. MENIFEE PD is not responsible for reimbursement of any costs to offset the Clinical Therapist II (CT II) position.
- 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.
- E. This AGREEMENT shall be funded through funds identified in the annual RUHS-BH budgets and is subject to change dependant on funding fluctuations.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This AGREEMENT shall be effective for one (1) year beginning July 1, 2024 and ending June 30, 2025. This AGREEMENT may be renewed annually upon mutual consent by both parties in writing 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 Parties.

C. AMENDMENTS

In the event that either Party desires to amend the terms of this AGREEMENT, Parties will comply with the terms of this AGREEMENT until such time as the amendment is approved or formal action is taken by the County of Riverside Board of Supervisors and the City of Menifee 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

MENIFEE PD: City of Menifee
Menifee Police Department
29714 Haun Road
Menifee, CA 92586

F. CONFIDENTIALITY

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

MENIFEE 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. MENIFEE 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. MENIFEE 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.

MENIFEE PD and RUHS-BH shall mutually indemnify and hold harmless, 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 MENIFEE PD and RUHS-BH, its 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 MENIFEE 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 MENIFEE 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 MENIFEE PD is an independent entity and that no relationship of employer-employee exists between the parties hereto. MENIFEE PD 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 MENIFEE PD under the provisions of this AGREEMENT; and as an independent entity, MENIFEE PD hereby holds RUHS-BH and/or the County of Riverside harmless from any and all claims that may be made against RUHS-BH 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

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; MENIFEE 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.

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SIGNATORIES

RUHS-BH and MENIFEE 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.

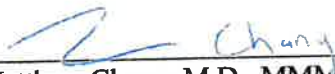
CITY OF MENIFEE:

City of Menifee
29714 Haun Road
Menifee, CA 92586

COUNTY OF RIVERSIDE

Riverside University Health System
Behavioral Health
P.O. Box 7549
Riverside, CA 92503-7549

Signed: _____


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

Title: _____

Date: _____

Date: 7/2/24

ATTORNEY:

Approved as to Form

By: _____
Attorney

COUNTY COUNSEL:

Approved as to Form

By: 
Deputy County Counsel

SIGNATORIES

RUHS-BH and MENIFEE 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.


CITY OF MENIFEE:

City of Menifee
29714 Haun Road
Menifee, CA 92586

COUNTY OF RIVERSIDE

Riverside University Health System
Behavioral Health
P.O. Box 7549
Riverside, CA 92503-7549

Signed: _____


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

Title: _____

Date: _____

Date: 7/2/24

ATTORNEY:

Approved as to Form

By: _____
Attorney

COUNTY COUNSEL:

Approved as to Form

By: 
Deputy County Counsel

ATTACHMENT 1

A. RUHS-BH RESPONSIBILITIES

1. RUHS-BH will provide one full time Clinical Therapist to work with MENIFEE 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 security background requirements as determined by MENIFEE PD.
4. RUHS-BH Staff shall be required to adhere to dress code requirements as specified by MENIFEE PD for Crisis Intervention Team members.
5. RUHS-BH shall furnish polo shirts and light jackets with logos or insignia as approved by MENIFEE 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 MENIFEE PD IT Staff.
8. RUHS-BH Staff will routinely attend MENIFEE PD daily roll calls in order to provide consultation and brief training as it is identified and requested by MENIFEE PD.
9. RUHS-BH Staff will routinely be assigned by MENIFEE PD to ride with patrol officers in the field in order to respond to 9-1-1 calls as requested by MENIFEE 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 will assist the MENIFEE PD in establishing Crisis Intervention Teams (CITs) consisting of police officers who are specialty trained and certified by MENIFEE PD in behavioral health crisis intervention to be deployed to 5150/9-1-1 calls.
19. 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.
20. 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.
21. 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 Menifee 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.
22. 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.

23. 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 MENIFEE PD in post-booking, pre-trial diversion and linkage to community resources upon release from incarceration.
24. 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.
25. 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).
26. RUHS-BH staff shall perform other duties as agreed upon by both parties.

B. MENIFEE PD RESPONSIBILITIES

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