

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF RIVERSIDE,
RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH
AND
THE CITY OF MENIFEE
FOR HOMELESS OUTREACH SERVICES**

THIS MEMORANDUM AGREEMENT (“**MOU**”) is entered into by and between the County of Riverside, Riverside University Health System-Behavioral Health (hereinafter “**SUBRECIPIENT**”) and the City of Menifee (hereinafter “**GRANTEE**”) and is based on the following representations and statements of purpose (collectively “**Parties**” and each a “**Party**”).

RECITALS

- A. WHEREAS, the purpose and intent of this agreement is to allow Behavioral Health (BH) service staff to team with Law Enforcement to provide professional homeless outreach services in collaboration with Menifee Police Department (hereinafter “**MPD**”); and
- B. WHEREAS, SUBRECIPIENT is qualified to provide homeless outreach BH service employees; and
- C. WHEREAS, the MOU will serve as an understanding of the roles, responsibilities and services to be provided by GRANTEE and SUBRECIPIENT.

NOW, THEREFORE, the Participants mutually agree as follows:

I. SCOPE OF SERVICE

The purpose of this MOU between participants is to outline the roles and responsibilities 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.
- B. Reduce jail incarcerations and involuntary behavioral health 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.

- D. Engage hard to reach homeless who suffer from a serious mental illness and/or substance use disorder and link them to all available SUBRECIPIENT and community resources in a coordinated and effective manner.
- E. Collaborate with community agencies and provide immediate access to treatment and emergency shelter.
- F. Decrease the amount of time that Law Enforcement spends on BH calls in the field.
- G. Educate community agencies and partners about the warning signs of behavioral health risks to destigmatize receiving behavioral health services and increase accessibility to on-going services.
- H. Support individuals and families with navigating mental health crisis while aiding and supporting in minimizing barriers to treatment and services.
- I. Link individuals/families to community resources for immediate crisis services including access to one of the three Mental Health Urgent Cares within Riverside County.
- J. Provide short term case management/follow up services focusing on linkage to on-going services for BH treatment and housing.

III. **LEVELS OF ACCOMPLISHMENT – GOALS AND PERFROMANCE MEASURES**

Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Units/Year</u>
Activity#1	<i>At least thirty (30) presumed LMI persons</i>

LMI person is defined as a person having an income equal or less to than 80% of the area median income, and outlined in the following table, or persons presumed to be LMI in accordance with 24 C.F. R. § 570.208(2)(a).

Riverside County Area Median Income (FY 2023): **\$78,727**

Family Members In Household	Extremely Low Income Limits (30% of Median)		Very Low Income Limits (50% of Median)		Low Income Limits (80% of Median)	
	Annual	Monthly	Annual	Monthly	Annual	Monthly
1	\$18,500	\$1,542	\$30,800	\$2,567	\$49,300	\$4,108
2	\$21,150	\$1,762	\$35,200	\$2,933	\$56,350	\$4,695

3	\$23,800	\$1,983	\$39,600	\$3,300	\$63,400	\$5,283
4	\$26,400	\$2,200	\$44,000	\$3,667	\$70,400	\$5,866
5	\$28,550	\$2,379	\$47,550	\$3,962	\$76,050	\$6,337
6	\$30,650	\$2,554	\$51,050	\$4,254	\$81,700	\$6,808
7	\$32,750	\$2,729	\$54,600	\$4,550	\$87,300	\$7,275
8	\$34,850	\$2,904	\$58,100	\$4,841	\$92,950	\$7,745

IV. CARES ACT AND CORONAVIRUS (COVID-19)

CDBG-CV funds are funded through the United States Congress adopted Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), as adopted March 27, 2020, and therefore all funded activities must be CDBG-eligible activities that are carried out to prevent, prepare for, and respond to coronavirus on or after January 21, 2020.

RUHS-BH will provide direct assistance to homeless individuals, including but not limited to assistance in obtaining housing, helping address the importance of having appropriate social distancing/space to help mitigate the prevention and spread of COVID-19.

V. DUTIES AND RESPONSIBILITIES

A. SUBRECIPIENT RESPONSIBILITIES:

The responsibilities of SUBRECIPIENT under this Agreement are described in Section I of Exhibit A to this Agreement.

B. GRANTEE RESPONSIBILITIES:

The responsibilities of GRANTEE under this Agreement are described in Section II of Exhibit A of this Agreement.

VI. GENERAL COMPLIANCE

Subrecipient shall carry out the Services and operate the Program in conformity with all applicable Federal, state, and local laws, regulations, and rules of governmental agencies having jurisdiction, including without limitation, the CDBG Requirements (except that (1) Subrecipient does not assume the environmental responsibilities described in 24 C.F.R. § 570.604, and (2) Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52) and the legal requirements set forth in Exhibit C attached to this Agreement and the statutes referenced therein, all provisions of the Municipal Code of the City of Menifee, and all federal and state fair labor standards, including the payment of prevailing wages and compliance with the Davis-Bacon Act. “CDBG Requirements” shall collectively refer to the requirements of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301 et seq.) as amended from time to time, and the implementing regulations set forth in 24 C.F.R. §§ 570 et seq. as amended from time to time, and the requirements set forth and referred to in Exhibit C attached to this

Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. In the case of any conflict between the CDBG Requirements and this Agreement, the CDBG Requirements shall control; it being understood, however, that in order to be in compliance with this Agreement and the CDBG Requirements, Subrecipient shall, to the extent possible, comply with the most restrictive provisions in this Agreement and the CDBG Requirements. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though all such provisions were included. Subrecipient acknowledges and agrees that it shall be and remain, and shall cause Subrecipient personnel to be and remain, fully knowledgeable and apprised of all local, state and federal laws, rules, and regulations in any manner affecting the performance under this Agreement, including the CDBG Requirements. Subrecipient shall indemnify, protect, defend, and hold harmless Grantee and its officials, officers, employees, and agents, with counsel reasonably acceptable to Grantee, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) that results or arises in any way from any of the following: (a) the noncompliance by Subrecipient of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state or federal prevailing wages and hire apprentices); (b) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (c) failure by Subrecipient to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. The foregoing indemnity shall survive termination or expiration of this Agreement. It is agreed by the parties that Subrecipient shall bear all risks of payment or nonpayment of prevailing wages under federal law and California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time.

VII. FISCAL PROVISIONS

A. MAXIMUM AMOUNT AND SOURCE OF FUNDS

Total payment under this MOU will not exceed \$180,000 annually thereafter for the program period, and shall automatically renew upon expiration for successive one (1) year periods unless terminated as provided herein as set forth in Exhibit B. This MOU shall be funded through funds identified in the annual GRANTEE and SUBRECIPIENT budgets and is subject to change dependent on funding fluctuations.

B. COMPENSATION

SUBRECIPIENT shall bill GRANTEE for .60% of one (1) FTE Behavioral Health Specialist II (BHS II) and .60% of one (1) FTE Behavioral Health Specialist III (BHS III) positions.

1. Salaries and Benefits

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

- a. Prior to July 1 of each year, SUBRECIPIENT shall notify GRANTEE of salaries and benefit cost changes.

C. REIMBURSEMENT / PAYMENT / COMPENSATION

SUBRECIPIENT shall compile all payments made by SUBRECIPIENT to fund the BHS II and BHS III by quarter and shall include them in the quarterly billing to be received by GRANTEE 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 may be submitted. Upon submission, GRANTEE will pay the estimated invoice and an adjustment will be made by SUBRECIPIENT on the subsequent quarter's billing for the difference. GRANTEE will reimburse SUBRECIPIENT within thirty (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 MOU.

- a. Subrecipient will not be held responsible for disallowed services by GRANTEE'S funding agency source.

VIII. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This MOU shall be effective for Five (5) years beginning on July 1, 2023 through Fiscal Year 2027/2028. This MOU may be renewed annually upon mutual consent by all parties (SUBRECIPIENT, and GRANTEE) and upon availability of funding.

B. ALTERATION OF TERMS AND ENTIRE AGREEMENT

The body of this MOU fully expresses all understanding of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU, 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 MOU, which is formally approved and executed by Participants.

C. AMENDMENTS

In the event that either party desires to amend the terms of this MOU, Participants will comply with the terms of this MOU 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 GRANTEE's City Council.

D. TERMINATION

This MOU may be terminated by either party by giving thirty (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 MOU 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 MOU shall be addressed as follows:

**Riverside University Health System-Behavioral Health
Program Support Unit**
4095 County Circle Drive
Riverside, CA 92503

**City of Menifee
Police Department**
29714 Haun Rd.
Menifee, CA. 92586
Attn: Christine Booker

Unless the persons or addressed 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 stated above. Any notices, correspondences, reports, and/or statements authorized or required by this MOU addressed in any other fashion, shall not be acceptable.

F. CONFIDENTIALITY

GRANTEE agrees to maintain the confidentiality of all mental health and/or substance use client information in accordance with all applicable Federal, State and local laws and regulations. GRANTEE 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. GRANTEE will not divulge any mental health and/or substance use client information to any unauthorized person.

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. MPD 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.

GRANTEE shall indemnify and hold harmless SUBRECIPIENT, 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 GRANTEE, its officers, employees, or agents.

SUBRECIPIENT agrees to maintain the confidentiality of all criminal and law enforcement information in accordance with all applicable Federal, State and local laws and regulations. SUBRECIPIENT will ensure that names, addresses, phone numbers, and any other individually identifiable information to any unauthorized person.

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

IX. MISCELLANEOUS PROVISIONS

A. SEVERABILITY

If any provision in this MOU 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 GRANTEE is an independent entity and that no relationship of employer-employee exists between the parties hereto. GRANTEE shall not be entitled to any benefits payable to employees of the County of Riverside or SUBRECIPIENT, including County Workers' Compensation Benefits. SUBRECIPIENT is not required to make any deductions from the compensation payable to GRANTEE under the provisions of this MOU; and as an independent entity, GRANTEE hereby hold SUBRECIPIENT and/or the County of Riverside harmless from any and all claims that may be made against SUBRECIPIENT and/or the County of Riverside based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU.

C. INSURANCE-INDEMNIFICATION

Each party hereto agrees to indemnify and hold harmless the other party, its agency, offices, 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 the MOU, insurance policies evidencing coverage during the entire term of the MOU 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 MOU, not less than \$1,000,000 combined single limit for damage to property and injury to persons.

D. RECORD RETENTION

GRANTEE agrees to retain all records pertaining to this MOU for a period of three years after termination of this MOU, 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, SUBRECIPIENT shall retain the original records until the resolution of such litigation or audit; GRANTEE shall retain copies of the records until the resolution of such litigation or audit.

E. JURISDICTION, VENUE, ATTORNEY'S FEES

This MOU 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 MOU, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

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X. SIGNATORIES

SUBRECIPIENT and GRANTEE mutually agree to fully and faithfully perform all applications set forth in this MOU. Both parties agree to have their duly authorized signatories sign this MOU.

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
P.O. Box 7549
Riverside, CA 92503-7549

CITY OF MENIFEE:

Signed: _____
By: Armando Villa
Title: City Manager

Date: _____

ATTEST: _____
City Clerk

Deputy: _____
City of Menifee
Address: 29714 Haun Rd.
Menifee, CA. 92586

COUNTY OF RIVERSIDE:

Signed: _____
By: Matthew Chang, Director
RUHS – Behavioral Health

Date: _____

CITY COUNSEL

Approved as to Form

BY: _____
City Attorney

COUNTY COUNSEL

Approved as to Form

BY: _____
Deputy County Counsel