

**COOPERATIVE AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
AND
THE CITY OF CORONA
FOR BEHAVIORAL HEALTH CRISIS RESPONSE AND CARE COORDINATION-
MOBILE CRISIS MANAGEMENT TEAM (MCMT)**

THIS COOPERATIVE AGREEMENT (“AGREEMENT”) is entered into by and between the County of Riverside, a political subdivision of the State of California, on behalf of Riverside University Health System - Behavioral Health (hereinafter “RUHS-BH”) and the City of Corona, a California municipal corporation, (hereinafter “CITY”) and is based on the following representations and statements of purpose (collectively “Parties” and each a “Party”).

- A. WHEREAS, CITY desires to enter into a Cooperative Agreement with RUHS-BH for Behavioral Health Crisis Response and Care Coordination-MCMT; and
- B. WHEREAS, CITY desires to identify and provide sufficient office space to accommodate RUHS-BH staff and provide work stations with internet access, outlets, white boards, storage and locking doors at CITY office space for use by RUHS-BH Assigned Personnel (as defined in Attachment 1); and
- C. WHEREAS, RUHS-BH is qualified to provide Behavioral Health Crisis Response and Care Coordination-MCMT; and
- D. WHEREAS, RUHS-BH Mobile Crisis Management Team (MCMT) assigned personnel will respond to behavioral health crisis requests from Corona PD, City of Corona Homeless Solutions Manager, City Net Corona, Corona Regional Medical Center, Corona school districts, City of Corona homeless shelter and motel shelter operators, treatment providers, or other community stakeholders. The purpose of MCMT is to respond to a behavioral health crisis and immediately connect the client to the RUHS system of services as may be appropriate. MCMT does not provide onsite supportive services at shelters, housing units or other facilities. MCMT is a field crisis response team; and
- E. WHEREAS, the AGREEMENT will serve as an understanding of the roles, responsibilities and services to be provided by CITY and RUHS-BH; and

NOW, THEREFORE, the Parties mutually agree as follows:

I. SCOPE OF SERVICE

The purpose of the AGREEMENT between the Parties is to outline the roles and duties of the Parties to provide Behavioral Health Crisis Response and Care Coordination-MCMT.

II. PROGRAM GOALS

- A. Provide alternatives to those at risk of injury or death without appropriate mental health/substance use crisis/triage services provided directly in the community.
- B. Reduce jail incarcerations and involuntary mental health treatment/hospitalizations for individuals whose behavior is influenced by a behavioral health disorder/crisis.
- 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 RUHS-BH and community resources using intensive care coordination best practices.

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. CITY RESPONSIBILITIES

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

IV. FISCAL PROVISIONS

- A. RUHS-BH shall provide appropriate staffing without offset or reimbursement from CITY.
- B. CITY shall identify and provide sufficient office space to accommodate up to four (4) RUHS-BH Assigned Personnel and provide work stations with, outlets, storage and locking doors at CITY office space for use by RUHS-BH Assigned Personnel, as further described in Attachment 1.
- C. If the Parties desire to provide for reimbursement of any services provided by either Party, it shall be done through an amendment to this AGREEMENT.

D. Equipment purchased by either Party will remain their property and shall be returned to them upon termination of this AGREEMENT.

This AGREEMENT shall be funded through funds identified in the annual RUHS-BH budgets and is subject to change dependent on funding fluctuations.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This AGREEMENT shall be effective beginning February 16, 2022 and ending June 30, 2024. Thereafter, this AGREEMENT may be renewed annually upon mutual consent by both Parties and upon availability of funding.

B. ALTERATION OF TERMS AND ENTIRE AGREEMENT

This AGREEMENT, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications. 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 the Parties.

C. AMENDMENTS

In the event that either Party desires to amend the terms of this AGREEMENT, the 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 Corona 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

CITY: City of Corona
Homeless Solutions
400 S. Vicentia Avenue
Corona, CA 92882

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.

F. CONFIDENTIALITY

CITY and RUHS-BH shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this AGREEMENT in accordance with all applicable Federal, State and local laws and regulations. CITY and RUHS-BH will ensure that names, addresses, phone numbers, and any other individually identifiable information concerning persons receiving services pursuant to this AGREEMENT are kept confidential.

CITY and RUHS-BH shall maintain the confidentiality of all health records concerning persons receiving services pursuant to this AGREEMENT that it maintains, receives, or sends. 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. CITY and RUHS-BH shall have reasonable safeguards in place to prevent unauthorized access to such 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. CITY and RUHS-BH shall require all its officers, employees, and agents providing services hereunder to acknowledge the understanding of agreement to fully comply with, such confidentiality provisions.

Each Party shall indemnify and hold harmless the other Party and its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any unauthorized disclosure of any records or other identifying information concerning persons receiving services pursuant to this AGREEMENT.

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 CITY confidential information to any unauthorized person. RUHS-BH shall indemnify and hold harmless CITY and its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any unauthorized disclosure of any records or other individually identifiable information concerning criminal violations and related law enforcement activities.

RUHS-BH shall maintain the confidentiality of all mental health and substance use health records that it maintains, receives, or sends to CITY, including, but 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. INDEPENDENT PARTNERS: It is understood and agreed RUHS-BH AND CITY is each an independent entity and that no relationship of employer employee exists between the Parties hereto. Neither Party shall be responsible for the payment of any compensation or benefits for any employees of the other Party. CITY 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 shall not be entitled to any benefits payable to employees of the City of Corona or CITY, including County Workers' Compensation Benefits. . RUHS-BH shall pay all wages, salaries, and other amounts due to any employees of RUHS-BH in connection with their performance of under this Agreement and as required by law. RUHS-BH shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

C. INSURANCE-INDEMNIFICATION: Each Party shall defend, indemnify and hold harmless the other Party, its elected officials, officers, agents and employees, from and against any and all claims, demands, judgments or liabilities whatsoever, including wrongful death, arising from any and all negligent acts or omissions of the indemnifying party and its elected officials, officers, agents and employees when acting pursuant to the terms of this AGREEMENT. Without limiting such indemnification, each Party shall maintain, at its sole cost and expense, the following insurance policies evidencing coverage during the entire term of the AGREEMENT:

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 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, RUHS-BH shall retain the original 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

RUHS-BH and CITY 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 CORONA:

COUNTY OF RIVERSIDE:

Signed: _____
Jacob Ellis

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

Title: City Manager _____

Date: _____

Date: _____

ATTEST: _____
City Clerk

Deputy: _____

Address: City of Corona
Homeless Solutions
400 S. Vicentia Avenue
Corona, CA 92882

CITY ATTORNEY:
Approved as to Form

COUNTY COUNSEL:
GREGORY P. PRIAMOS
Approved as to Form

By: _____
City Attorney

By: _____
Deputy County Counsel

ATTACHMENT 1

A. RUHS-BH RESPONSIBILITIES

1. RUHS-BH will provide appropriate staffing (“RUHS-BH Assigned Personnel”) to work with CITY and surrounding communities. If the RUHS-BH Assigned Personnel are determined by CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, or a threat to the safety of persons or property, such RUHS-BH Assigned Personnel shall be promptly removed by RUHS-BH and shall not be permitted to provide services to CITY under this Agreement and RUHS-BH shall substitute other personnel of at least equal competence upon written approval of CITY.
2. RUHS-BH Mobile Crisis Management Team (MCMT) assigned personnel will respond to behavioral health crisis requests from Corona PD, City of Corona Homeless Solutions Manager, City Net Corona, Corona Regional Medical Center, Corona school districts, City of Corona homeless shelter and motel shelter operators, treatment providers, or other community stakeholders. The purpose of MCMT is to respond to a behavioral health crisis and immediately connect the client to the RUHS system of services as may be appropriate. MCMT does not provide onsite supportive or treatment services at shelters, housing units or other facilities. MCMT is a field crisis response team that employs intensive care coordination practices to guide community members to successful admission into need treatment and supportive services.

CITY Assignments:

1. RUHS-BH Assigned Personnel will work directly with CITY and with CITY administrators to bring direct knowledge and experience regarding behavioral health resources.
2. RUHS-BH will provide RUHS-BH Assigned Personnel with cell phones that have e-mail functionality.
3. RUHS-BH Information Technology (IT) staff will coordinate IT installation of RUHS-BH ELMR database and e-mail with CITY IT staff.
4. RUHS-BH Assigned Personnel will work to find alternatives to divert persons experiencing a behavioral health crisis into mental health and/or substance use disorder treatment services, emergency housing, hospitalization, transitional housing, physical health care, and other supportive consumer needs to assist in stabilization of the behavioral health crisis.

5. RUHS-BH Assigned Personnel will provide alternatives to incarceration and arrest through referral and linkage to other community based mental health, substance use, and/or social services resources.
6. RUHS-BH Assigned Personnel will provide alternatives to mental health involuntary treatment through referral and linkage to other community based mental health/substance use and social services resources.
7. RUHS-BH Assigned Personnel will provide crisis intervention service planning for individuals with mental health issues who are frequently the subject of 9-1-1 calls.
8. RUHS-BH Assigned Personnel will work with CITY to provide direct intervention from the perspective of mental health background and training.
9. RUHS-BH Assigned Personnel can provide engagement and outreach services to homeless mentally ill persons who come in contact with CITY police officers and other City teams, MCMT also specializes in assisting Cities with encampment response protocols.
10. RUHS-BH Assigned Personnel will provide assistance in dealing with calls involving domestic disturbances or violence that involve persons with potential mentally ill or substance use issues. RUHS-BH Assigned Personnel will provide assistance and support to children and families in crisis, and linkage to appropriate community services.
11. RUHS-BH Assigned Personnel 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 behavioral health disorders and co-occurring disorders into appropriate and recommended collaborative court treatment services and supports.
12. RUHS-BH Assigned Personnel will develop public information brochures regarding Corona MCMT, contact information and phone numbers for community resources and referrals, and Frequently Asked Questions (FAQs).
13. RUHS-BH Assigned Personnel shall submit to a criminal background check prior to performance of any work, services or activities under this AGREEMENT and prior to being provided access to City office space. Background checks will be performed by the CITY at CITY'S expense. Based on the results of the background check, CITY may refuse or limit (i) the participation of any RUHS-BH Assigned Personnel in work, services or activities under this AGREEMENT and/or (ii) access to City office space.
14. And other duties as agreed upon by both Parties.

B. CITY RESPONSIBILITIES

1. CITY shall identify and provide sufficient office space to accommodate up to four (4) RUHS-BH Assigned Personnel . The office space will have four desks with outlets, white board, storage and locking door. Access for RUHS-BH Assigned Personnel shall be limited to the hours of 8:00 a.m. to 10:00 p.m. Monday through Friday.
2. CITY will permit RUHS-BH Assigned Personnel to accompany CITY personnel responding to requests for assistance in the field involving potential mental health, substance use and/or homeless issues.
3. CITY will provide RUHS-BH Assigned Personnel with appropriate access cards into CITY office space as identified by CITY. The access cards for RUHS-BH Assigned Personnel shall be programmed to operate only during the hours of 8:00 a.m. to 10:00 p.m. Monday through Friday.
4. CITY IT staff will coordinate IT installations with RUHS-BH IT.
5. CITY will provide opportunities for RUHS-BH Assigned Personnel to collaborate with City partners and agencies where MCMT can assist in crisis response and community support.
6. And other duties as agreed upon between by both Parties.