

Reply to: Behavioral Health Administration
Program Support
4095 County Circle Drive
Riverside, CA 92503

September 30, 2021

City of Corona
730 Public Safety Way
Corona, CA 92880

RE: FY 2021/2022 Memorandum of Understanding for Crisis/Triage Mental Health Services

Enclosed is the FY 2021/2022 agreement between your agency and the County of Riverside, Riverside University Health System – Behavioral Health (RUHS-BH). Please sign two (2) and return one (1) original signature page only.

Pursuant to the terms of your agreement, proof of insurance must be submitted to our office prior to providing services and must be kept current throughout the course of this agreement. **Please submit your insurance documents via email to the analyst listed below.** If you have not already done so, it is also required that you submit a copy of your published rates (if applicable).

Also, please notify our office immediately, in writing and on your company letterhead, upon any change in contact information, mailing or remittance address, and any other pertinent changes that may occur in the course of the execution of this agreement.

To ensure timely processing of your agreement and avoid payment delays, it is imperative that the signed documents be received in our office **within one week of receipt of this letter and corresponding agreement.** We recommend that you send signed documents to our Behavioral Health Administration Office located at 4095 County Circle Drive, Riverside, CA 92503 using priority mail.

Your immediate attention to this matter is appreciated. If you have any questions regarding this matter, you can call Kola Sofeso at (951) 358-7304.

Sincerely,



Behavioral Health Administration
Contracts Administration & Program Support

**COOPERATIVE AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
AND
THE CITY OF CORONA
FOR CRISIS/TRIAGE MENTAL HEALTH SERVICES**

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, by and through the City of Corona Police Department (hereinafter "CORONA 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 Mental Health/Law Enforcement Collaborative, is to allow RUHS-BH Mental Health Service Staff to team with Law Enforcement and respond to 9-1-1 calls involving mental health issues; and
- B. WHEREAS, CORONA PD desires to enter into a Cooperative Agreement with RUHS-BH for Crisis/Triage Mental Health Services; and
- C. WHEREAS, CORONA PD desires to enter into the Mental Health Crisis Intervention Team program in order to decrease adverse incidents involving mentally ill people, as detailed in this Cooperative; and
- D. WHEREAS, RUHS-BH is qualified to provide crisis/triage mental health and homeless outreach services; and
- E. WHEREAS, the AGREEMENT will serve as an understanding of the roles, responsibilities and services to be provided by CORONA PD 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 crisis/triage mental health and homeless outreach services.

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 in collaboration with local law enforcement.

- B. Reduce jail incarcerations and involuntary mental 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 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. CORONA PD RESPONSIBILITIES

The duties and responsibilities of CORONA 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 II position without offset or reimbursement from CORONA PD.
- B. If the Parties desire to provide for such reimbursement, it shall be done through an amendment to this AGREEMENT.
- C. 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 for three (3) years beginning July 1, 2021 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

CORONA PD: City of Corona
Corona Police Department
730 Public Safety Way
Corona, CA 92880

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

CORONA PD 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. CORONA PD 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.

CORONA PD 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. CORONA PD 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. CORONA 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.

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 CORONA PD confidential information to any unauthorized person. RUHS-BH shall indemnify and hold harmless CORONA PD 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 CORONA PD. 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. **INDEPENDENT PARTNERS**: It is understood and agreed RUHS-BH AND CORONA PD 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. CORONA 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 shall not be entitled to any benefits payable to employees of the City of Corona or CORONA PD, 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 CORONA 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 CORONA:

Signed: _____

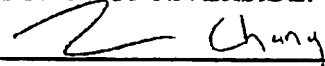
Title: _____

Date: _____

ATTEST: _____
City Clerk

Deputy: _____

COUNTY OF RIVERSIDE:


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

Date: 9/14/2021

Address: City of Corona
730 Public Safety Way
Corona, CA 92880

CITY ATTORNEY:
Approved as to Form

By: _____
Deputy City Attorney

COUNTY COUNSEL:
GREGORY P. PRIAMOS
Approved as to Form

By:  _____
Deputy County Counsel

ATTACHMENT 1

A. RUHS-BH RESPONSIBILITIES

RUHS-BH will provide one full time Clinical Therapist II ("RUHS-BH Assigned Personnel") to work with CORONA PD. If the RUHS-BH Assigned Personnel is determined by CORONA PD 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 CORONA PD under this Agreement and RUHS-BH shall substitute other personnel of at least equal competence upon written approval of CORONA PD.

CORONA PD Assignments:

1. RUHS-BH Assigned Personnel will work directly with CORONA PD police officers on patrol and with CORONA PD administrators to bring direct knowledge and experience regarding mental health resources.
2. All RUHS-BH Assigned Personnel will be required to pass security background requirements as determined by CORONA PD.
3. RUHS-BH Assigned Personnel shall be required to adhere to dress code requirements as specified by CORONA PD for Crisis Intervention Team members.
4. RUHS-BH shall furnish polo shirts and light jackets with logos or insignia as approved by CORONA PD for use by RUHS-BH Assigned Personnel.
5. RUHS-BH will provide RUHS-BH Assigned Personnel 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 CORONA PD IT staff.
7. RUHS-BH Assigned Personnel will routinely attend CORONA PD daily roll calls in order to provide consultation and brief training as it is identified and requested by CORONA PD.
8. RUHS-BH Assigned Personnel will routinely be assigned by CORONA PD to ride with patrol officers in the field in order to respond to 9-1-1 calls as requested by CORONA PD Dispatch.
9. RUHS-BH Assigned Personnel will work to find alternatives to divert persons experiencing a mental health crisis into mental health services and support including

emergency housing, hospitalization, outpatient mental health services and other mental health support services.

10. RUHS-BH Assigned Personnel will provide alternatives to incarceration and arrest through referral and linkage to other community based mental health, substance use (SU), and/or social services resources.

11. 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.

12. 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.

13. RUHS-BH Assigned Personnel will work directly with CORONA PD to improve the appropriateness and quality of mental health detentions.

14. RUHS-BH Assigned Personnel will work with CORONA PD to provide direct intervention from the perspective of mental health background and training.

15. RUHS-BH Assigned Personnel will provide engagement and outreach services to homeless mentally ill persons who come in contact with CORONA PD police officers.

16. 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.

17. RUHS-BH Assigned Personnel will assist the CORONA PD in establishing Crisis Intervention Teams (CITs) consisting of CORONA PD police officers who are specialty trained and certified by CORONA PD in mental health crisis intervention to be deployed to 5150/9-1-1 calls.

18. RUHS-BH Assigned Personnel will have computer and telephone access, RUHS-BH enrollment, and service contact information to utilize and assist enrolled clients and CORONA PD police officers responding to 5150 calls.

19. When direct services with CORONA PD patrol officers are not needed, RUHS-BH Assigned Personnel will remain at the police department offices and will provide consultation in person, by telephone or radio for CORONA PD police officers responding to mental health crisis situations.

20. Police officers often go to locations where homeless persons congregate. RUHS-BH Assigned Personnel may accompany CORONA PD police officers 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 Assigned Personnel will coordinate follow-up outreach with RUHS-BH Homeless Outreach Teams and/or City of Corona Homeless Outreach Teams as needed. RUHS-BH Assigned Personnel will work in the office to arrange social service supports and coordinate services with other agencies and programs.

21. 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 mental health disorder into appropriate and recommended mental health treatment services and supports, and persons with impairing substance use disorders into substance abuse treatment services and supports.

22. RUHS-BH Assigned Personnel may work directly with RUHS-BH Detention Mental Health staff to coordinate MH/SU services and assist with issues involving inmates detained through CORONA PD in post-booking, pre-trial diversion and linkage to community resources upon release from incarceration.

23. RUHS-BH Assigned Personnel may work with other mental 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 Assigned Personnel will develop public information brochures regarding police/mental health 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. CORONA PD RESPONSIBILITIES

1. CORONA PD will permit RUHS-BH Assigned Personnel to accompany CORONA PD police officers responding to requests for assistance in the field involving potential mental health, substance use and/or homeless issues.

2. CORONA PD will provide work stations with computers and Internet access at each of the CORONA PD substations for use by RUHS-BH Assigned Personnel.

3. CORONA PD will provide RUHS-BH Assigned Personnel with appropriate access cards into CORONA PD Police Stations as identified by CORONA PD.

4. CORONA 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 Assigned Personnel with a City of Corona e-mail account.
5. CORONA PD will conduct security background investigations for RUHS-BH Assigned Personnel and maintain the confidential records of the investigation outcomes.
6. CORONA PD shall provide a ballistic vest to RUHS-BH Assigned Personnel.
7. CORONA 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.