



## City Council Staff Report

DATE: October 21, 2015 UNFINISHED BUSINESS

SUBJECT: COOPERATIVE AGREEMENT WITH THE COUNTY OF RIVERSIDE  
DEPARTMENT OF MENTAL HEALTH FOR HOMELESS  
OUTREACH SERVICES

FROM: David H. Ready, City Manager

BY: Department of Community & Economic Development

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### SUMMARY

This action seeks City Council approval to enter into a Cooperative Agreement with the County of Riverside Department of Mental Health (RCDMH) for Homeless Outreach Services, five days per week, specifically in the City of Palm Springs.

### RECOMMENDATION:

1. Approve the Cooperative Agreement with the County of Riverside, Department of Mental Health for Homeless Outreach Services; and
2. Authorize the City Manager to execute an Agreement with the Riverside County Department of Mental Health to provide one Behavioral Health Specialist II, one Mental Health Peer Specialist, and County vehicle leasing costs, up to \$165,000.

### STAFF ANALYSIS:

At the January 21, 2015, City Council Meeting, an Ad Hoc City Council Subcommittee for Homelessness was created – including Mayor Pougnet and Councilmember Foat.

The City Council Subcommittee convened several times this past Spring with Staff, and particularly, with “experts” from the community on the topic. They gathered various organizations to learn more about the existing services available through local providers from supportive service and housing, to mental health counseling.

On May 4th, a Homelessness Town Hall Meeting was hosted by the subcommittee, including the Mayor, Councilmember Foat, City Manager, Police Chief, City Staff, and members of the public to address on-going homeless issues in the city and discuss potential solutions. Many members of the public, some of whom are homeless, spoke during the standing-room-only, 90-minute meeting to offer their suggestions on how to help

Item No. 4.A.

address the homelessness issue. Several re-occurring comments, such as the lack of mental health facilities, substance abuse problems, advocates to match needs with existing services, one-on-one assistance, and additional City funding were expressed.

During the current 2015 Fiscal Year budget process in June, the City Council approved \$580,000 in new funding for increased homeless issue support, including: a new Police Lieutenant position – to coordinate downtown homeless activity; two new Police Community Service Officers – assigned to work on homeless issues; and additional social service contractual support. To date, the Police Lieutenant position and Community Service Officers have been filled and are actively engaged in homeless issue coordination.

With regard to additional social service contractual support, the Homeless Sub-Committee, after several stakeholder service provider meetings and staff review, are recommending entering into a partnership with the County of Riverside Department of Mental Health to provide a Behavior Health Specialist II, and a Mental Health Peer Specialist to accomplish the following goals:

1. Engage the hard-to-reach homeless at the street level who suffer from a serious mental illness or substance use disorder and link them to all available Riverside County Department of Mental Health (RCDMH) and community resources in a coordinated and effective manner;
2. Provide alternatives to those at risk of injury or death without appropriate mental health or substance abuse services;
3. Reduce jail incarcerations and involuntary mental health treatment or hospitalizations for individuals whose behavior is influenced by a mental health disorder or crisis and who are the subject of 911 calls;
4. Attempt to divert individuals with behavioral health (mental health or substance use) problems into appropriate community services and supports.

As identified in the attached Cooperative Agreement, RCDMH is proposing to provide one full-time Behavior Health Specialist II, one full-time Mental Health Peer Specialist, and a County vehicle to work with the Police Department and Community Development Department, five days per week. This Cooperative Agreement will be for one year and could be renewed annually based on City Council's continued funding. Once approved by the City Council, the Cooperative Agreement will be returned to RCDMH for processing through the Riverside County Office of County Counsel, and formal approval by the Board of Supervisors.

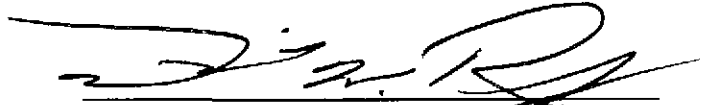
**FISCAL IMPACT:**

The total cost of this Cooperative Agreement for the first year will range between \$112,000 and \$164,000 (depending upon actual County personnel salary and benefit costs), which includes County vehicle leasing costs. Funds are available in the Homeless Program account (001-1402-43210) Social Service Contracts, in the amount of \$170,000.



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DALE E. COOK, JR.  
Community Development Administrator



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DAVID H. READY, Esq., Ph.D.  
City Manager

Attachment:  
Cooperative Agreement for Homeless Outreach Services

**COOPERATIVE AGREEMENT  
BETWEEN  
THE COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH  
AND  
THE CITY OF PALM SPRINGS  
FOR HOMELESS OUTREACH SERVICES**

THIS COOPERATIVE AGREEMENT ("**AGREEMENT**") is entered into by and between the County of Riverside Department of Mental Health (hereinafter "**DMH**") and the City of Palm Springs (hereinafter "**PALM SPRINGS**") 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 Mental Health Service Staff to team with Law Enforcement and respond to 9-1-1 calls involving mental health issues; and
- B. WHEREAS, Palm Springs Police Department (hereinafter "**PSPD**") desires to continue the Mental Health Crisis Intervention Team program in order to decrease adverse incidents involving mentally ill people; and
- C. WHEREAS, Palm Springs Community and Economic Development Department (hereinafter "**PSCEDD**") desires to establish a coordinated homeless outreach team, that includes a qualified DMH mental health service employees, dedicated to respond within the City of Palm Springs.
- D. WHEREAS, DMH is qualified to provide homeless outreach mental health service employees; and
- E. WHEREAS, the AGREEMENT will serve as an understanding of the roles, responsibilities and services to be provided by PALM SPRINGS and DMH.

NOW, THEREFORE, Participants mutually agree as follows:

I. SCOPE OF SERVICE

The purpose of the AGREEMENT between participants is to outline the roles and duties 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 MH 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.
- E. Engage hard to reach homeless who suffer from a serious mental illness and/or substance use disorder and link them to all available DMH and community resources in a coordinated and effective manner.

III. DUTIES AND RESPONSIBILITIES

A. DMH RESPONSIBILITIES

Attachment 1 is attached hereto and incorporated herein by reference.

B. PALM SPRINGS RESPONSIBILITIES

Attachment 1 is attached hereto and incorporated herein by reference.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT AND SOURCE OF FUNDS

Total payment under this AGREEMENT will not exceed \$\_\_\_\_\_ annually for the program period of July 1, 2015 through June 30, 2016, and shall automatically renew upon expiration for successive one (1) year periods unless terminated as provided herein. This AGREEMENT shall be funded through funds identified in the annual City of Palm Springs and DMH budgets and is subject to change dependant on funding fluctuations.

B. COMPENSATION

DMH shall bill Palm Springs for one (1) Behavioral Health Specialist II (BHS II) and one (1) Mental Health Peer Specialist (MHPS) positions.

- 1. Salaries and Benefits  
Salaries and benefits for the BHS II and MHPS positions shall be billed based on the actual cost of filled position only.
- 2. County Vehicle Leasing  
County leasing costs of \$300 monthly shall be billed based on the actual cost.

C. REIMBURSEMENT/PAYMENT/ COMPENSATION

DMH shall compile all payments made by DMH to fund the BHS II and MHPS by quarter and shall include them in the quarterly billing to be received by PALM SPRINGS 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 15<sup>th</sup>). If actuals are not available, an estimated billing if necessary will be submitted. Upon submission, PALM SPRINGS will pay the estimated invoice and an adjustment will be made by DMH on the subsequent quarter's billing for the difference. PALM SPRINGS will reimburse the DMH within 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 AGREEMENT.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This AGREEMENT shall be effective for three (3) years beginning July 1, 2015 and ending June 30, 2018. This AGREEMENT may be renewed annually upon mutual consent by all parties (DMH, PSPD and PSCEDD) 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 Participants.

C. AMENDMENTS

In the event that either party desires to amend the terms of this AGREEMENT, Participants 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 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

All notices, claims correspondence, reports, and/or statements authorized or required by this AGREEMENT shall be addressed as follows:

RCDMH: County of Riverside  
Department of Mental Health Program  
Support Unit 4095 County Circle Drive  
Riverside, CA 92503

PALM SPRINGS: City of Palm Springs  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262-6959  
Attn: City Manager

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.

E. CONFIDENTIALITY

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

PSPD and PSCEDD shall maintain the confidentiality of all mental health and substance use health records that it maintains, receives, or sends to DMH. 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. PSPD and PSCEDD 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. PSPD and PSCEDD 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.

PSPD and PSCEDD shall indemnify and hold harmless DMH, 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 PSPD and PSCEDD, its officers, employees, or agents.

DMH agrees to maintain the confidentiality of all criminal and law enforcement information in accordance with all applicable Federal, State and local laws and regulations. DMH 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. DMH will not divulge PSPD and PSCEDD confidential information to any unauthorized person.

DMH shall maintain the confidentiality of all mental health and substance use health records that it maintains, receives, or sends to PSPD and/or PSCEDD. 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. DMH 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 PALM SPRINGS is an independent entity and that no relationship of employer- employee exists between the parties hereto. PALM SPRINGS shall not be entitled to any benefits payable to employees of the County of Riverside or DMH, including County Workers' Compensation Benefits. DMH is not required to make any deductions from the compensation payable to PALM SPRINGS under the provisions of this AGREEMENT; and as an independent entity, PALM SPRINGS hereby hold DMH and/or the County of Riverside harmless from any and all claims that may be made against DMH 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: PALM SPRINGS 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, DMH shall retain the original records until the resolution of such litigation or audit; PALM SPRINGS 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.

### SIGNATORIES

DMH and PSPD 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, 5<sup>th</sup> Floor  
Riverside, CA 92501

#### INFORMATION COPY:

County of Riverside  
Department of Mental Health  
Attn: Program Support  
P.O. Box 7549  
Riverside, CA 92503-7549

CITY OF PALM SPRINGS

COUNTY OF RIVERSIDE:

Signed \_\_\_\_\_

\_\_\_\_\_  
Marion Ashley, Chairman  
Riverside County Board of Supervisors

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

ATTEST: \_\_\_\_\_  
Clerk of the Board

Deputy: \_\_\_\_\_

Deputy: \_\_\_\_\_

City of Palm Springs  
PO Box 2743  
3200 E Tahquitz Canyon Way  
Palm Springs, CA 92263

CITY COUNSEL:  
Approved as to Form

COUNTY COUNSEL:  
GREGORY P. PRIAMOS  
Approved as to Form

By: \_\_\_\_\_  
City Counsel

By: \_\_\_\_\_  
Deputy County Counsel

## ATTACHMENT 1

### A. DMH RESPONSIBILITIES

DMH will provide one full-time Behavior Health Specialist II and one full-time Mental Health Peer Specialist to work with PSPD.

#### **PSPD Assignments:**

1. DMH Staff will work directly with police officers on patrol and with police department administrators to bring direct knowledge and experience regarding mental health resources.
2. All assigned DMH staff will be required to pass security background requirements as determined by PSPD.
3. DMH Staff shall be required to adhere to dress code requirements as specified by PSPD for Crisis Intervention Team members.
4. DMH shall furnish polo shirts and light jackets with logos or insignia as approved by PSPD.
5. DMH will provide MH staff with cell phones that have e-mail functionality.
6. DMH Information Technology (IT) staff will coordinate IT installation of DMH ELMR database and e-mail with PSPD IT staff.
7. DMH Staff will routinely attend PSPD daily roll calls in order to provide consultation and brief training as it is identified and requested by PSPD.
8. DMH Staff will routinely be assigned by PSPD to ride with patrol officers in the field in order to respond to 9-1-1 calls as requested by PSPD Dispatch.
9. DMH Staff will work to find alternatives to divert mental health consumers into MH services and supports including emergency housing, hospitalization, outpatient MH services and other MH support services.
10. DMH Staff 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. DMH Staff will provide alternatives to mental health involuntary treatment through referral and linkage to other community based MH/SU and social services resources.
12. DMH Staff will provide crisis intervention service planning for individuals with mental health issues who are frequently the subject of 9-1-1 calls.

13. DMH Staff will work directly with police to improve the appropriateness and quality of mental health detentions.
14. DMH Staff will work with police to provide direct intervention from the perspective of mental health background and training.
15. DMH Staff will provide engagement and outreach services to homeless mentally ill persons who come in contact with police officers.
16. DMH Staff will provide assistance in dealing with calls involving homeless disturbances or violence that involve potential mentally ill or substance use consumers. DMH Staff will provide assistance and support to children and families in crisis, and linkage to appropriate community services.
17. DMH Staff working within the Police Department will have computer and telephone access, DMH enrollment, and service contact information to utilize and assist enrolled clients coordinating on-going support from DMH.
18. When direct services with police patrol officers are not needed, DMH staff will visit local Homeless Service Providers, and engage homeless persons.
19. Police officers often go to locations where homeless persons congregate. DMH 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 DMH services and/or to facilitate referrals and linkage to community resources that may assist general population and homeless persons. DMH Staff will coordinate follow-up outreach with DMH mobile Homeless Outreach Teams and/or Crisis Intervention Teams as needed. DMH Staff will work in the office to arrange social service supports and coordinate services with other agencies and programs.
20. DMH Staff 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 MH treatment services and supports, and persons with impairing substance use disorders into substance abuse treatment services and supports.
21. DMH Staff may work directly with DMH Detention Mental Health staff to coordinate MH/SU services and assist with issues involving inmates detained through PSPD in post-booking, pre-trial diversion and linkage to community resources upon release from incarceration.
22. DMH Staff 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 Palm Springs Fire Department (PSFD) paramedics.
23. DMH Staff will develop public information brochures regarding police/MH collaboration, contact information and phone numbers for community resources and referrals, and Frequently Asked Questions (FAQs).

24. And other duties as agreed upon by both parties.

**PSCEDD Assignments:**

1. DMH staff will work directly with PSCEDD to identify and engage homeless persons who appear to suffer from a serious mental health and/or substance use disorder.
2. DMH staff shall be provided cell phones.
3. DMH staff assigned to PSCEDD shall have lead DMH liaison responsibilities, providing linkage, coordination and follow-up communication with all DMH programs that would be appropriate to provide services and support to the homeless individuals, including family, as needed, for both new and existing consumers of service.

**B. PALM SPRINGS RESPONSIBILITIES**

**PSPD**

1. PSPD will assign law enforcement personnel and DMH staff to respond to requests for assistance in the field.
2. Each staff member will need general access Honeywell cards into PSPD Police Station as identified by PSPD.
3. PSPD IT staff will coordinate IT installations with DMH IT, this includes compliance with Federal HIPAA required level of security and providing DMH staff with a City of Palm Springs e-mail account.
4. PSPD will conduct security background investigations for designated DMH staff and maintain the confidential records of the investigation outcomes.
5. PSPD shall provide standard external identification vests to DMH staff.
6. PSPD will provide training, based on a curriculum developed and approved by DMH, regarding field operations and safety.
7. And other duties as agreed upon between by both parties.

**PSCEDD**

1. PSCEDD will reimburse DMH for salary and benefit cost incurred for the positions of Behavioral Health Specialist II and Mental Health Peer Specialist.