

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**COOPERATIVE AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
AND
THE CITY OF MORENO VALLEY
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, Riverside University Health System - Behavioral Health (hereinafter "RUHS-BH"), and the City of Moreno Valley (hereinafter "CITY"), a California general law city and municipal corporation (collectively "Parties" and each a "Party").

WHEREAS, CITY desires to enter into a Cooperative Agreement with RUHS-BH for Behavioral Health Crisis Response and Care Coordination- Mobile Crisis Management Team (MCMT);

WHEREAS, RUHS-BH is qualified to provide Behavioral Health Crisis Response and Care Coordination-MCMT;

WHEREAS, RUHS-BH MCMT Assigned Personnel will respond to behavioral health crisis requests from the CITY, 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 is a field crisis response team;

WHEREAS, this Agreement is funded through opioid remediation funds allocated to the City of Moreno Valley under national opioid settlement agreements, and the services provided are consistent with the approved remediation uses, including mobile crisis response, warm hand-off programs, and behavioral health diversion strategies; and

WHEREAS, the AGREEMENT will serve as an understanding of the roles, responsibilities and services to be provided by the CITY and RUHS-BH.

I. SCOPE OF SERVICE

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

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.

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- 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. MORENO VALLEY RESPONSIBILITIES

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

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT AND SOURCE OF FUNDS

Total payment to be funded by CITY under this Agreement shall not exceed \$1,020,355 for the program period of July 1, 2025 through June 30, 2030 as outlined in Attachment 1. This AGREEMENT shall be funded through the Opioid Settlement Funds identified in the City of Moreno Valley and RUHS-BH budgets. Any changes to funding amounts must be mutually agreed to in writing through an amendment to this Agreement.

B. COMPENSATION

RUHS-BH shall bill CITY for two (2) Mobile Crisis Services Teams for the positions and services, net of revenue, not to exceed the amounts as outlined under Attachment 1-A - Schedule of Reimbursement for the relevant fiscal year during the term ("Compensation Cap") of the agreement.

C. REIMBURSEMENT/PAYMENT/COMPENSATION

RUHS-BH shall compile all payments made to fund the staffing team positions by quarter and shall include them in the quarterly billing to be received by CITY 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 will be submitted. Upon submission, the CITY will pay the estimated invoice and an adjustment will be made by RUHS-BH on the subsequent quarter's billing for the difference. The CITY will reimburse RUHS-BH within 30 days after receipt of the invoice.

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.

- 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.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This AGREEMENT shall be effective for five (5) years beginning July 1, 2025 and ending June 30, 2030. Thereafter, this AGREEMENT may be renewed biennially upon mutual consent by both parties in writing and upon availability of funding, unless terminated earlier by either Party pursuant to subsection D.

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 Moreno Valley Council.

D. TERMINATION

This AGREEMENT 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. Additionally, this Agreement may be terminated for cause, including but not limited to 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 below. 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
Contracts Administration Unit
4095 County Circle Drive
Riverside, CA 92503

CITY: City of Moreno Valley
Office of the City Manager
Attn: Public Safety Contracts Administrator
22870 Calle San Juan de Los Lagos,
Moreno Valley, CA 92553

F. CONFIDENTIALITY

The Parties 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. The Parties 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. The Parties shall not divulge any behavioral health and/or substance use client information to any unauthorized person.

The Parties 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. The Parties 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. CITY and RUHS-BH shall require all its officers, employees, and agents providing services hereunder to acknowledge the understanding of this Agreement and to fully comply with, such confidentiality provisions.

The Parties shall 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 the Parties, respectively, or their respective officers, employees, or agents.

The Parties agree to maintain the confidentiality of all criminal and law enforcement information in accordance with all applicable Federal, State and local laws and regulations. The Parties shall 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. The Parties shall not divulge confidential information to any unauthorized person.

The Parties shall maintain the confidentiality of all behavioral health and substance use health records that it maintains, receives, or sends to either Party. 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. The Parties 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 that all Parties are independent entities and that no relationship of employer-employee exists between the Parties hereto. City Moreno Valley and their employees 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 CITY under the provisions of this Agreement. RUHS-BH and its employees shall not be entitled to any benefits payable to employees of the City of Moreno Valley, including Workers' Compensation Benefits. As independent entities, City of Moreno Valley and RUHS-BH hereby hold one another and/or the County of Riverside harmless from any and all claims that may be made against RUHS-BH, CITY, and/or County of Riverside, or any of their respective employees, based upon any contention 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, 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 performance of services under this Agreement by the Indemnifying Party.

Each Party further agrees to protect, indemnify and defend, at its expense, including attorney fees, the other Party, its agencies, officers, agents and employees in any legal action(s) or claim(s) against Indemnifying Party based upon such alleged acts or omissions.

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; CITY 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 reasonable attorney's fees and costs.

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.

CITY OF MORENO VALLEY

Signed: Brodhan

Title: City Manager

Date: 7/24/25

CITY ATTORNEY:

Approved as to Form

By: Ronald Buefel
Attorney DEPUTY CITY ATTORNEY

COUNTY OF RIVERSIDE

V. M. Perez
Chairperson
Riverside County Board of Supervisors
V. MANUEL PEREZ

Date: JUN 24 2025

COUNTY COUNSEL:

Approved as to Form

By: [Signature]
Chief Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By [Signature]
DEPUTY

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ATTACHMENT 1

A. RUHS-BH RESPONSIBILITIES

1. RUHS-BH will provide appropriate staffing ("RUHS-BH Assigned Personnel") to work with CITY. 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 CITY and other multiple sources including school, helplines and other local 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 including warm hand-off programs and substance abuse recovery services. MCMT is a field-based crisis response team that employs crisis intervention and intensive care coordination practices designed to connect community members to needed treatment and supportive services.
3. RUHS-BH Assigned Personnel will work directly with CITY and with CITY administrators to bring direct knowledge and experience regarding behavioral health resources.
4. RUHS-BH will provide RUHS-BH Assigned Personnel with cell phones that have e-mail functionality.
5. 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.
6. 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.
7. 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.
8. RUHS-BH Assigned Personnel can provide engagement and outreach services to homeless persons with behavioral health and substance misuse who come in contact with law enforcement officers and other CITY teams, MCMT also specializes in assisting Cities with encampment response protocols.

9. RUHS-BH Assigned Personnel will provide assistance in dealing with calls involving domestic disturbances 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.
10. RUHS-BH Assigned Personnel will coordinate with Community Behavioral Assessment Teams (CBAT) and 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.
11. RUHS-BH will provide semi-annual reports to CITY in compliance with Department of Health Care Services Opioid Settlements and Bankruptcies Required Reporting and as agreed upon by both Parties.
12. And other duties as agreed upon by both Parties within the spirit of this Agreement.

B. CITY RESPONSIBILITIES

1. 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 homelessness issues.
2. 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.
3. And other duties as agreed upon between by both Parties within the spirit of this Agreement.

ATTACHMENT 1-A
Schedule of Reimbursement

City of Moreno Valley Payable to RUHS-BH

	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Total
Moreno Valley	\$204,071	\$204,071	\$204,071	\$204,071	\$204,071	\$1,020,355
Total Costs	\$204,071	\$204,071	\$204,071	\$204,071	\$204,071	\$1,020,355