

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF TULARE
AND
The Visalia Police Department

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the County of Tulare, Health and Human Services Agency (hereinafter called COUNTY) and the City of Visalia, through the Visalia Police Department (hereinafter called VPD), to develop a partnership to facilitate mental health and substance use disorder service access and linkage to additional social safety net programs to homeless populations in the City of Visalia through direct outreach and engagement. This MOU will establish and/or ratify existing relationships and procedures between these parties effective the date of execution.

WHEREAS, the VPD has established the Homeless Outreach & Proactive Enforcement (HOPE) Team, hereinafter referred to as "HOPE"; and

WHEREAS, HHSA operates a Mental Health and Substance Use Disorder (SUD) program along with additional social safety net programs to provide outreach to the homeless population with Mental Illness; and

WHEREAS, it is to the mutual benefit of the parties hereto that a partnership is established to coordinate their efforts to better serve the homeless population.

ACCORDINGLY, IT IS AGREED:

I. PURPOSE

The purpose of this MOU is to establish a joint task force between HHSA and the VPD to facilitate mental health, SUD, and whole person care service access to homeless populations in the City of Visalia through direct outreach and engagement.

II. PROGRAM

This pilot project is established to ascertain the utility of a collaborative effort between law enforcement and COUNTY as a means to facilitate access to resources and services to the growing homeless population in the City of Visalia. This collaboration would include a "Ride Along Program" with staff from HHSA which is inclusive of Integrated Services inclusive of Mental Health, Human Services, and Public Health and the VPD Homeless Outreach & Proactive Enforcement (HOPE) Team. One or more staff members would ride with an officer(s) of the VPD HOPE Team during normal business hours. If anything would prevent a ride along, HHSA

staff will co-respond with the VPD HOPE Team utilizing an HHSA vehicle for independent transportation. The goal in accompanying law enforcement is to gain access to the homeless populations at various sites across the city and proactively identify potential needs for mental health and SUD services, as well as other service needs as identified. This effort supports the prevention, intervention, and engagement components for both mental health and SUD services.

III. BACKGROUND

The homeless population continues to increase in Tulare County, the State of California, and nationwide. The 2022 Point in Time Count reported a 62% increase in homelessness in Tulare County over the 10-year span from 2012 (568) to 2022 (922) for which Visalia continues to be home to over half of the homeless population (50.87% or 469 individuals). Additionally, 24% of homeless individuals in Tulare County identified mental illness as a barrier and 22% identified substance abuse. As this population is often unserved and underserved within a variety of service communities, increasing access to services through direct engagement may assist in reducing accessibility barriers associated with homelessness.

IV. POPULATION TO BE SERVED

The target population is individuals in the City of Visalia who are homeless and are experiencing behavioral health challenges from severe and persistent mental illness and/or SUD. Responses are limited to routine interactions. Situations involving individuals experiencing a mental or behavioral health related crisis will be routed to the County Mobile Crisis Teams. Emergency calls will be handled directly by VPD and will not include COUNTY staff.

V. GOAL

The goal of this partnership is to facilitate mental health, SUD, and social service access to homeless populations in the City of Visalia through direct outreach and engagement. The target population is individuals in the City of Visalia who are homeless and are may be experiencing behavioral health challenges from severe and persistent mental illness and/or SUD. Additionally, during the contact, the need for additional resources may be identified and if agreed to by the party, immediate contact with local services will be attempted.

VI. ELIGIBILITY

All individuals the team encounters will be engaged to determine the eligibility and receptivity for social safety net programs such as SUD services, mental health, public health, and public benefits such as General Assistance and Supplemental Security Income (SSI). To meet the myriad of needs that may arise, the VPD HOPE Team and HHSA Integrated Services staff will work in partnership with the Kings/Tulare Homeless Alliance and additional community organizations in conjunction with field-based outreach, engagement, and service linkage to homeless populations within the City of Visalia. In addition to the existing service

collaborations the VPD HOPE Team and HHSA has cultivated within the community to meet the needs of the homeless population and to ensure robust and comprehensive service accessibility.

VII. NON-DUPLICATION

This program is not to duplicate existing programs, rather to add to the support currently being provided in-the-field to the homeless population in the Visalia city limits. This program began initial implementation in 2018 and was formalized by MOU in 2021, however, full efforts were disrupted by the nature of COVID-19 pandemic restrictions. It is the intent of VPD and HHSA to continue to build upon this pilot.

VIII. OPERATION

Staffing

HHSA Social Worker Staff to include:

1.0 FTE Community Health Worker (CHW) would be assigned to perform outreach and engagement to the homeless population through partnership with the VPD HOPE Team funded by HHSA.

1.0 FTE Community Health Worker (CHW) would be assigned to perform outreach and engagement to the homeless population through the VPD Public Safety Partnership and Community Policing Grant for a period of two (2) years commencing on the MOU authorization date.

The CHWs will work collaboratively with VPD officers in rotation so that 1 FTE will be engaged in field outreach activities while the other 1 FTE will engage in follow-up outreach and support.

To ensure the continuity and availability of services, COUNTY may substitute the use of the Community Health Worker with other members of COUNTY inclusive of the Behavioral Health Clinical Teams, Homeless Multidisciplinary Team, and the Enhanced Care Management Team. This also allows for a greater variety of skillsets and services.

Alternative classifications include:

- Clinical Social Worker
- Self-Sufficiency Counselor
- AOD Specialist
- Social Services Worker
- Health Education Assistant
- Unit Manager

Service Areas

The assigned COUNTY staff would work within this pilot for up to 40-hours per week (based on need) initially and may fluctuate over time according to project need and resource capacity. The joint team will operate within the city limits of Visalia and may have contact with other jurisdictions on a case-by-case basis with collaboration of the associated jurisdiction. The VPD HOPE Team and COUNTY staff would explore known gathering (high value target) areas of homeless populations such as:

- (1) The Oval
- (2) Bridges and Underpasses
- (3) Recycling Centers
- (4) Food Banks
- (5) Libraries
- (6) Parks or other public areas
- (7) Shelters
- (8) St. John's River and associated waterways
- (9) Any high value target area identified by VPD for civic complaints, arrests, or other minor crimes.

COUNTY agrees that its employees participating in a ride-along or co-response with VPD shall review the applicable VPD policies (Policy 410, Liability Waiver Form, General Rules for Ride-Along), attached as Exhibit A prior to the ride-along or co-response and agree that following the stated Policy will be required. COUNTY acknowledge and assume the potential risks associated with assigning its employees to these activities.

IX. ENGAGEMENT (ASSESSMENT) PROCESS

During outreach, the COUNTY staff will engage an individual through trauma-informed conversation/rapport building, offering resources, advising individuals of their rights to privacy and exploring if the individual demonstrates behavioral health challenges that meet the criteria for Mental Health/AOD services or other social safety net programs.

The COUNTY staff will maintain all confidentiality as outlined by federal and state confidentiality requirements. In the event a conversation with the individual is conducted in the field and other non-Mental Health/AOD personnel are present, the individual will be informed of their privacy rights and all applicable confidentiality forms will be completed prior to any information sharing. COUNTY

staff will attempt to obtain any appropriate Releases of Information (ROI) with informed consent to further enable service linkage, support, and communication.

If an individual has been identified as needing or would benefit from mental health services/SUD services or other social safety net support, and the individual is willing to travel to the clinic for further assessment, the COUNTY staff and VPD will either transport the individual to the Visalia Adult Integrated Clinic (VAIC) or make an appointment for an assessment to occur within 3 business days from the point of engagement. The appointment will only be scheduled if the individual refuses to access services the day of engagement.

Pursuant to the VPD Ride Along Policy, the officer shall inform dispatch that a ride-along is present in the vehicle before going into service. Officers shall always consider the safety of the ride-along team members. Officers should use sound discretion when encountering a potentially dangerous situation, and if feasible, let the participant out of the vehicle in a well-lighted public place of safety. The dispatcher will be advised of the situation and as soon as practical have another police unit respond to pick up the participant at that location. The ride-along may be continued or terminated at this time.

In the event, the COUNTY staff has been dropped off at a safe location, the individual will notify his/her direct supervisor advising of the situation. The HHSA STAFF will work with his/her direct supervisor to arrange for transport to the Visalia Adult Clinic, another COUNTY facility, or home (depending on time of day/shift).

In the event of a co-response activity rather than ride-along, the VPD HOPE Team officer shall follow the steps provided above with the exception that HHSA staff will have their own vehicle and when notified of a potentially unsafe situation will leave the area or otherwise avoid the hazardous condition. HHSA staff will not need to be dropped off at a safe location.

X. DATA COLLECTION

For the purposes of this project, the following data points may be collected in addition to the information needed for the Homeless Management Information System (HMIS) maintained via a collaborative effort by the Tulare/Kings Homeless Alliance, and Tulare County Health & Human Services Agency. Data points may include;

- a. Number of individuals contacted (outreach)
- b. Number of individuals engaged (provided service linkage)
- c. Community area where individuals were contacted (i.e. The Oval, Mooney Grove Park, etc.)
- d. Services requested/needed
- e. Number of referrals and referral type/entity

- f. Number of individuals linked with VAIC/AOD or other HHSA or partner programs by linkage type (transported for immediate access, crisis intervention, or appointment)
- g. Number of individuals provided assessment by VAIC/AOD
- h. Number of individuals determined eligible for VAIC/AOD services via assessment and opened.

XI. PUBLIC SAFETY PARTNERSHIP AND COMMUNITY POLICING GRANT

On October 13, 2022, the VPD was awarded \$221,551.79 in grant funding for crisis intervention services. The grant is based upon VPD and HHSA's ongoing collaborative approach to addressing homelessness. The award will be funded through VPD who will disburse funds to HHSA for a second Community Health Worker (CHW). The purpose of this grant is to enhance outreach and follow-up services to those experiencing homelessness.

- a. HHSA will invoice VPD on a quarterly basis for personnel costs inclusive of employee salary. Upon receipt of invoice, VPD will reimburse HHSA within 60-days.
- b. The grant will be managed by VPD.
- c. The period of this grant will last for two years from the date of authorization of this MOU.
- d. HHSA agrees to staff a second CHW for up to 40-hours per week with a primary focus on the activities described in this MOU.
- e. HHSA will work with VPD in good faith to fill any position vacancies in a timely manner and will include VPD in the hiring and onboarding process to the extent allowable by law and departmental policy.
- f. Any classifications substituting for the CHW will be billed at their actual rate or at the rate of the CHW, whichever is the lower of the two reimbursement rates.

The grant covers the cost to send one (1) VPD employee and one (1) HHSA employee to the annual CIT Conference inclusive of all travel expenses, registration, hotel, and associated expenses as allowable by each agency's travel policies.

XII. TERM

This MOU will be effective upon authorization of this MOU and will remain in effect for two years from the MOU authorization date, unless otherwise terminated as provided in this MOU. COUTNY will review outcomes, resources, and the need to extend the program and will consider the cost effectiveness as well as the needs of the program. If at any time funding issues arise, the branch will immediately contact VPD to discuss options (if available).

XIII. RELATIONSHIP

This MOU is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, landlord/tenant, or association between the VPD and HHSA and their employees, students, or agents, but rather is an MOU by and between two independent parties. VPD acknowledges that nothing in this MOU shall be construed to confer any right upon the VPD or VPD Personnel to participate in, control, or direct operations at HHSA. As VPD is not HHSA's employee, VPD is responsible for paying all required state and federal taxes for its employees. In particular, HHSA will not:

- a. Make state or federal unemployment insurance contributions on VPD'S behalf.
- b. Make disability insurance contributions on behalf of VPD.
- c. Obtain unemployment compensation insurance on behalf of VPD.

XIV. MONITORING

Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of VPD to ensure compliance with this MOU.

XV. COMPLIANCE WITH LAW

VPD shall provide services in accordance with applicable Federal, State, and local laws, regulations, and directives. With respect to VPD'S employees, VPD shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

XVI. AMENDMENTS

Amendments or modifications to the terms of this MOU must be made in writing and approved by all parties hereto, in order to maintain compliance with changes pursuant to federal or state laws, regulations, or policies affecting MOUs rulings, pertinent regulations, or funding.

XVII. RECORDS AND AUDIT

VPD shall maintain complete and accurate records with respect to the services rendered under this MOU. In addition, VPD shall maintain complete and accurate records with respect to any employees or subcontractors performing work under this MOU. All such records shall be prepared in accordance with generally accepted accounting and/or record keeping procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, VPD shall make such records available within Tulare County to the COUNTY or its designee, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of expiration or termination under this MOU.

XVIII. INSURANCE

Prior to approval of this MOU by the COUNTY, VPD shall file with the Clerk of the Board of Supervisors, evidence of the insurance as set forth in Exhibit B attached, which outlines the minimum scope, specifications and limits of insurance required under this MOU. Additional insured endorsements required as outlined in Exhibit B shall not be used to reduce limits available to COUNTY as an additional insured from the VPD's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this MOU or act in any way to reduce the policy coverage and limits available from the insurer (s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this MOU.

XIX. INDEMNIFICATION

The VPD shall hold harmless, defend, and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by the VPD or its agents, officers and employees under this MOU. This indemnification specifically includes any claims that may be made against the COUNTY by any taxing authority asserting that an employer employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging Civil Rights violations by VPD under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for VPD'S failure to provide FORM DE542, when applicable.

COUNTY shall hold harmless, defend, and indemnify VPD, its agents, officers, and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including VPD property, arising from, or in connection with, the performance by the COUNTY or its agents, officers and employees under this MOU. This indemnification specifically includes any claims that may be made against the VPD by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against VPD alleging Civil Rights violations by VPD under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on VPD for COUNTY's failure to provide FORM DE-542, when applicable.

XX. TERMINATION

- a. Without Cause: Either party will have the right to terminate this MOU without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.
- b. With Cause: This MOU may be terminated immediately by either party should the other party:
 - i. be adjudged or bankrupt, or
 - ii. become insolvent or have a receiver appointed, or
 - iii. make a general assignment for the benefit of creditors, or

- iv. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this MOU, or
- v. materially breach this MOU.

In addition, COUNTY may terminate this MOU based on:

- vi. Material misrepresentation, either by VPD or anyone acting On VPD'S behalf, as to any matter related in any way to this MOU or
 - vii. other misconduct or circumstances which, in the sole discretion of the COUNTY, either impairs the ability of VPD to competently provide the services under this MOU, or exposes the COUNTY to an unreasonable risk of liability.
- c. Effects of Termination: Expiration or termination of this MOU shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the MOU, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where VPD'S services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the VPD.

XXI. NOTICES

Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

CONTRACTS UNIT 5957 S. MOONEY BLVD, Visalia CA

Phone No. (559) 624-8000

Fax No. (559) 737-4059

VISALIA POLICE DEPARTMENT:

303 S. Johnson St., Visalia, CA 93291

XXII. ASSIGNMENT/SUBCONTRACTING

Unless otherwise provided in this MOU, COUNTY is relying on the personal skill, expertise; training and experience of VPD employees and no part of this MOU may be assigned or subcontracted by VPD.

XXIII. DISPUTE RESOLUTION

If a dispute arises out of or relating to this MOU, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

XXIV. ENTIRE MOU REPRESENTED

This MOU and its Exhibits represent the entire MOU between VPD and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this MOU or its Exhibits may be modified without the written consent of both parties.

XXV. FURTHER ASSURANCES

Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this MOU.

XXVI. NO THIRD-PARTY BENEFICIARIES INTENDED

Unless specifically set forth, the parties to this MOU do not intend to provide any other party, including the students participating in the Internship Program, with any benefit or enforceable legal or equitable right or remedy.

XXVII. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY

This MOU is subject to all applicable laws and regulations. If any provision of this MOU is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit or the MOU to either party is lost, the MOU may be terminated at the option of the affected party. In all other cases the remainder of the MOU shall continue in full force and effect.

XXVIII. ASSURANCES OF NON-DISCRIMINATION

VPD shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

- a. It is recognized that both the VPD and the COUNTY have the responsibility to protect COUNTY employees and clients from unlawful discrimination and sexual harassment in the workplace.

- b. Accordingly, VPD agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities.
- c. The COUNTY in its sole discretion, has the right to require VPD to replace any employee who provides services of any kind to County pursuant to this MOU with other employees where COUNTY is concerned that its employees or clients may have been or may be subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude COUNTY from terminating this MOU with or without cause as provided for herein.

XXVIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- a. VPD shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate exhibit, as set forth in Exhibit C attached.
- b. At termination of this MOU, VPD shall, if feasible, return or destroy all protected health information received from, or created or received by, VPD on behalf of COUNTY that VPD still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protection of this MOU to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.
- c. COUNTY may immediately terminate this MOU if COUNTY determines that VPD has violated a material term of this provision.

XXIX. GOVERNING LAW

This MOU shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date:_____ BY _____
Chairman, Board of Supervisors

ATTEST: Jason T. Britt
County Admirative Officer/Clerk of the Board of
the Board of Supervisors of the County of Tulare

By: _____
Deputy Clerk

Approved as to Form by
County Counsel

By _____ Matter No.
Deputy
Date _____

CITY OF VISALIA

Date: _____ By _____
City of Visalia Manager

Date: _____ By _____
City of Visalia Police Chief

Date: _____ By _____
HOPE Team Manager

Date: _____ By _____
City of Visalia Attorney