

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SISKIYOU COUNTY HEALTH & HUMAN SERVICES AGENCY BEHAVIORAL
HEALTH DIVISION AND THE SISKIYOU COUNTY SHERIFF'S OFFICE**

This Memorandum of Understanding ("MOU") is entered into this 19th day of February 2024, by and between the SISKIYOU COUNTY HEALTH & HUMAN SERVICES AGENCY, hereinafter referred to as "SCHHSA" and the SISKIYOU COUNTY SHERIFF'S OFFICE, hereinafter referred to as "SHERIFF".

WITNESSETH:

WHEREAS, SCHHSA is responsible for County administered Mobile Crisis Care Program; and

WHEREAS, SCHHSA requires specialized services in support of both its programmatic and administrative functions, and

WHEREAS, SCHHSA would like to establish a framework for collaboration and cooperation with the Sheriff's Office to jointly support the Mobile Crisis Program aimed at improving crisis response and services within Siskiyou County.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Services:** SHERIFF agrees to collaborate with the Siskiyou County Behavioral Health Division and the SCHHSA to provide services for SCHHSA as described in Exhibit "A" attached hereto.
2. **Term:** This MOU shall commence on the date first referenced above and shall continue until June 30, 2026 or until terminated by either party as set forth below.
3. **Termination:** Either party may terminate this MOU at any time by giving the other party NINETY (90) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
4. **Records:** SHERIFF shall keep complete and accurate records for the services performed pursuant to this MOU and shall make such records available to SCHHSA upon request. Records shall be kept for a period of at least five (5) years after the termination of the MOU, or until all audits for compliance with terms, conditions and specification of the MOU are completed, whichever is later, or for a longer period of time if required by law. SHERIFF shall provide all information necessary for reports required by the SCHHSA, State or Federal government. SHERIFF shall fully cooperate with SCHHSA in providing any information required by any governmental entity concerning the program or services subject to this MOU. SHERIFF agrees to assure the confidentiality of any records that are required by law to be so maintained.

5. **Confidentiality:** SCHHSA and SHERIFF agree to comply with and require their officers, employees, agents, volunteers, contractors and sub-contractors to comply with the provisions of Welfare and Institutions Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures, Division 19 to assure that:

- A. All records concerning any applicant or participant shall be confidential and shall not be open to examination for any purpose not directly connected with the purpose of this MOU. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to any applicant for or recipient of public social services.
- B. SCHHSA and SHERIFF agree to inform all of their officers, employees, agents, volunteers, contractors and sub-contractors of the provisions mandated by Welfare and Institutions Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures, Division 19 and to further inform them that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

6. **Nondiscrimination:** SHERIFF and SCHHSA are both bound by Siskiyou County's policies prohibiting discrimination (2.1 et seq. Siskiyou County Personnel Policies) apply to this MOU and are incorporated herein by reference with the same force and effect as if these policies were specifically set out herein and both agree to comply with these policies.

7. **Grievance Procedure:** If SHERIFF is required by ordinance, regulation, policy, State, County or other authority to have a procedure for filing and considering grievances, SHERIFF shall provide SCHHSA with a copy of SHERIFF's grievance procedure prior to providing services under this MOU.

8. **Compliance with Child, Family and Spousal Support Reporting Obligations:** SHERIFF shall comply with all state and federal child, family and spousal support reporting requirements and shall comply with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

9. **Child Abuse and Neglect Reporting:** SHERIFF shall comply with all state and federal laws pertaining to the reporting of child abuse and/or neglect. SHERIFF's officers, employees, agents and volunteers shall report all known or suspected instances of child abuse and/or neglect to the Child Protective Services agency or other agency as required by Penal Code Section 11164 et seq.

10. **Changes in Regulations:** If SCHHSA notifies SHERIFF of a change in County, SCHHSA, or State regulations or guidelines affecting MOU activities, SHERIFF shall choose one of the following options and notify the SCHHSA in writing within five (5) days of receipt of the notice as to its choice: (1) Indicate that SHERIFF's operations are

currently in compliance with the change in regulation or guideline; (2) Indicate that SHERIFF is in the process of modifying operations to comply with the change and will complete these modifications and be in compliance within thirty (30) days of notification by County or SCHHSA; or (3) Notify SCHHSA of termination of the MOU or seek modification of any terms of the MOU materially affected by a regulation or guideline change.

11. **Notice:** Any notices required to be given pursuant to the terms and provisions herein shall be in writing and shall be sent by First Class mail to:

SCHHSA: Siskiyou County Health & Human Services Agency
Attn: Sarah Collard, Director
2060 Campus Drive
Yreka, CA 96097-3321
Phone: (530) 841-4100

SHERIFF: Siskiyou County Sheriff's Office
Attn: Sheriff Jeremiah LaRue
305 Butte Street
Yreka, CA 96097
Phone: (530) 842-8301

12. **Severability:** If any provision of this MOU is found by a court of competent jurisdiction to be void, invalid or unenforceable, the provision will either be reformed to comply with applicable law or stricken if not so conformable. The validity and enforceability of the remaining provisions, or portions of them, will not be affected.

13. **Waiver:** No delay or failure to require performance of any provision of this MOU shall constitute a waiver of that provision or any other. Any waiver granted by a party to this MOU shall be in writing.

14. **Covenant:** This MOU has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the clauses of this MOU shall be determined and governed by the laws of the State of California.

15. **Entire Agreement:** This MOU supersedes all previous MOUs, agreements and negotiations, whether written or oral, and constitutes the entire understanding of the parties hereto. SHERIFF shall be entitled to no benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by all parties. SHERIFF specifically acknowledges that in entering into and executing this MOU, SHERIFF relies solely upon the provisions contained in this MOU and no others.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first above written.

SISKIYOU COUNTY SHERIFF’S OFFICE:

DocuSigned by:
By Jeremiah LaRue Date: 4/17/2024
Jeremiah LaRue, Sheriff

SISKIYOU COUNTY HUMAN SERVICES AGENCY:

DocuSigned by:
By Dr. Sarah Collard Date: 4/29/2024
Sarah Collard, Ph.D., Director

COUNTY OF SISKIYOU:

By: _____ Date: _____
Michael N. Kobseff, Chair
Board of Supervisors, County of Siskiyou

In Process

Exhibit "A"
Scope of Work

1. Purpose:

The purpose of this MOU is to establish a framework for collaboration and cooperation between Behavioral Health Division and the Sheriff's Office to jointly support the Mobile Crisis Program aimed at improving crisis response and services within Siskiyou County.

2. Goals:

- A. Enhance the response to crises by providing community-based services to individuals experiencing a crisis.
- B. Improve public safety and reduce the involvement of individuals in crisis with the criminal justice system.
- C. Reduce the number of individuals in crisis that over-utilize local emergency departments.
- D. Strengthen the coordination and collaboration between Behavioral Health and the Sheriff to effectively manage crises.

3. Roles and Responsibilities:

- A. Behavioral Health shall provide mental health professionals for the Mobile Crisis Program to conduct on-site assessments, de-escalation, crisis intervention, appropriate referrals, and transportation when it is appropriate.
- B. The Sheriff shall ensure the safety of the mobile crisis response team during their engagement with individuals in crisis, when requested. This may include providing safety information for residential deployments, civil standby, or joint responses, depending on the level of concern.
- C. The Sheriff shall grant Mobile Crisis staff access to substation restrooms during non-business hours in remote county areas if no 24/7 restrooms are otherwise available.
- D. Both parties shall collaborate on training programs to enhance the understanding of mental illness, substance use disorders, and crisis intervention techniques.

4. Collaborative Procedures:

- A. Behavioral Health and the Sheriff shall maintain confidential communication channels to facilitate real-time coordination and information sharing regarding ongoing cases. This procedure includes maintaining privacy about protected health information and ensuring that radio traffic is not public.
- B. When necessary, the Sheriff shall assist Behavioral Health with 5150 transports when an individual is not voluntarily willing to be transported to a local hospital.
- C. Behavioral Health shall operate the Mobile Crisis Program on a 24/7 basis to ensure accessibility and responsiveness to crises.

- D. The Mobile Crisis Team will inform the Sheriff of all deployments, and the Sheriff will assist in monitoring the location of the Mobile Crisis Team throughout each deployment.
- E. All parties will participate in semi-annual program evaluations to assess the effectiveness of Mobile Crisis and make necessary adjustments.

5. Confidentiality and Information Sharing:

- A. Behavioral Health and the Sheriff shall comply with all relevant state and federal laws and regulations regarding the confidentiality of client health information.
- B. Information sharing shall be done on a need-to-know basis and in compliance with applicable privacy laws and regulations.

6. Amendment and Modification:

- A. Any amendments or modifications to this MOU shall be made in writing and shall require the mutual consent of all parties.

In Process