

**MEMORANDUM OF UNDERSTANDING
Between**

**San Bernardino County
Department of Behavioral Health
and**

**City of Fontana Police Department
for**

Office Space for Homeless Outreach Support Team

January 1, 2025

WHEREAS, this Memorandum of Understanding (MOU) is entered into between the San Bernardino County (County), Department of Behavioral Health hereinafter referred to as DBH, and City of Fontana (City), Fontana Police Department hereinafter referred to as FPD, or Agency; and

WHEREAS, DBH desires to expand collaboration with other outreach and engagement teams by having a staff member from the Homeless Outreach Support Team (HOST) join FPD's Multiple Enforcement Team (MET). DBH will do so by utilizing no-cost office space within FPD to assist/link clients to appropriate community services; and

WHEREAS, DBH has been allocated funds by the Mental Health Services Act (MHSA) to provide such services; and

WHEREAS, FPD is willing and able to provide adequate, non-financial, office space located in FPD, specifically for DBH services provided by co-located HOST staff, to assist/link consumers; and

NOW THEREFORE, DBH and FPD mutually agree to the following terms and conditions:

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I. PURPOSE

This MOU serves to identify areas of agreement and responsibility between FPD and DBH, regarding the use of office space within FPD for co-locating DBH HOST program staff to assist/link clients with community services. DBH will assign the HOST staff that will utilize office space within FPD at the following location:

Fontana Police Department
17055 Upland Ave.
Fontana, CA 92335
(909) 350-7129

The partnership between DBH and FPD is a joint effort to provide case management and linkages to mental health services to the Fontana homeless community, at no charge, for a client in need.

DBH HOST staff, as part of the MET, will conduct outreach and engage individuals in riverbeds, abandoned buildings, fields, and homeless encampments. The team will meet individuals where they are in an effort to assist with wellness and provide linkage to available housing, screening, education, engagement, and supportive case management as needs specify.

II. DEFINITIONS

The terms consumer, resident, individual, client or participant are used interchangeably throughout this document referring to the individual inquiring, accessing and/or receiving services.

- A. **Authorization for Release of Protected Health Information (PHI) Form:** A Health Insurance Portability and Accountability Act (HIPAA) and 42 Code of Regulations (C.F.R.) Part 2 compliant written authorization (form COM001) signed by the client or client's legal representative authorizing DBH to release the client's information to a designated recipient. This form must be completed thoroughly with specified records to be shared, a designated time frame, and expiration date as well as a signature by the DBH client or his/her legal representative. If the form is signed by a legal representative, proof from the court system designating legal representation must accompany the request.
- B. **City of Fontana (City):** The governing entity of the Fontana Police Department (FPD).
- C. **Department of Behavioral Health (DBH):** A department of San Bernardino County that provides mental health, substance use disorder, and prevention services under State law to County residents. In order to maintain a continuum of care, DBH operates or contracts for provision of prevention and early intervention, 24-hour care, day treatment, outpatient services, case management, crisis intervention and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to most County residents.
- D. **Fontana Police Department (FPD or Agency):** This is the law enforcement agency for the City of Fontana.
- E. **Health Insurance Portability and Accountability Act (HIPAA):** A federal law designed to improve portability and continuity of health insurance coverage in the group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery, to

promote the use of medical savings accounts, to improve access to long-term care services and coverage, to simplify the administration of health insurance, and for other purposes.

- F. **Homeless Outreach Support Team (HOST):** The DBH HOST program provides outreach, education and support to those mentally ill individuals who are literally/chronically homeless and most in need of services. Outreach is conducted in an effort to provide relevant services, and work towards resolving homelessness. These supportive services are provided to ensure their recovery and resilience in the community with the ultimate goal of gaining self-sufficiency.
- G. **Mental Health Services Act (MHSA):** Mental Health Services Act, also known as Proposition 63, imposes a 1% tax on adjusted annual income over \$1,000,000. In November 2004, California voters passed Proposition 63 to adopt the MHSA. According to the MHSA, the intent of the funding is to reduce the long-term adverse impact on individuals, families, and State and local budgets resulting from untreated serious mental illness.
- H. **Multiple Enforcement Team (MET):** The Fontana Police Department Multiple Enforcement Team consists of a behavioral health specialist, a police officer, and a probation officer in order to engage and provide support to homeless individuals. The team meets individuals where they are in an effort to assist with wellness and link them to available housing, provide screening, education, engagement, and supportive case management as needs specify.
- I. **Personally Identifiable Information (PII):** PII is information that can be used alone or in conjunction with other personal or identifying information, which is linked or linkable to a specific individual. This includes: name, social security number, date of birth, address, driver's license, photo identification, other identifying number (case number, client index number, myAvatar or SIMON number/medical record number, etc.).
- J. **Protected Health Information (PHI):** PHI is individually identifiable health information held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper or oral. Individually identifiable information is information, including demographic data, that relates to the individual's past, present or future physical or mental health or condition; the provision of health care to the individual; or the past, present, or future payment for the provision of health care to the individual, and identifies the individual or for which there is reasonable basis to believe it can be used to identify the individual. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 12329; in records described at 20 U.S.C.1232g(a)(4)(B)(iv); in employment records held by a covered entity in its role as employer; and regarding a person who has been deceased for more than fifty (50) years.

III. AGENCY-FACILITY REQUIREMENTS

Agency shall:

- A. Provide adequate workspace for DBH staff within FPD. Adequate workspace shall include a personal work area with a desk, chairs and secure document storage.
- B. Provide a hand-held radio that is checked in and out daily as well as the call signs.
- C. Provide training for radio use and training using provided call signs.

- D. Provide a designated area for consultation of clients as required.
- E. Provide a parking space for a County or employee vehicle.
- F. Provide access to a desk phone, fax machine, photocopier, and scanning access.
- G. Provide DBH staff access to staff restrooms and breakroom.
- H. Maintain and relay safety/security procedures related to DBH staff assigned to agency.
- I. Assign building passes and office keys as needed to DBH staff, regularly assigned to agency.

IV. AGENCY GENERAL RESPONSIBILITIES

- A. Without the prior written consent of DBH, this MOU is not assignable by FPD either in whole or in part.
- B. FPD is aware that DBH is required by regulation to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, the exception is statistical information where the participants are de-identified. Information obtained by DBH for participants that is stored at FPD is highly sensitive and confidential; therefore, FPD shall protect the information, also known as PHI, from unauthorized use or disclosure by not allowing others access to any DBH assigned document storage.
- C. DBH is prohibited by regulation to provide the disposition or outcome of any participant unless DBH has written authorization from the participant to provide information to FPD. Therefore, FPD shall not request information (follow-up, outcome, disposition, etc.) from DBH regarding a participant unless there is an authorization on file from the participant. This provision will remain in force even after the termination of the MOU.
- D. Should FPD find the need to obtain PHI about a client, Agency shall request the client complete the "DBH Authorization for Release of Protected Health Information" (COM001) form prior to any discussion or release regarding customer diagnosis, treatment, or outcomes. The COM001 must state DBH can share client's PHI with FPD.

V. DBH GENERAL RESPONSIBILITIES

- A. Pursuant to HIPAA, DBH has implemented administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability PHI transmitted or maintained in any form or medium.
- B. Obtain a valid "Authorization for Release of Protected Health Information" from DBH client prior to sharing any PHI with FPD and in the performance of required services.
- C. Assign staff members that may include any combination of the following: Social Worker II, Alcohol and Drug Counselor, Mental Health Specialist, and Clinical Therapist, for the purpose of providing outreach and engagement within the office space and in the field.

- D. Assign computers and cell phones to DBH employees.
- E. Provide administrative supervision to all HOST staff located at the FPD offices. Any concerns or suggestions regarding any type of matters shall be taken to the DBH Administration, Supervisory staff or his/her designee.
- F. Communicate with the appropriate FPD supervisory staff or his/her designee with any concerns and/or suggestions for overcoming problem areas and/or changing procedures related to facility usage or supervision.
- G. Maintain authority and responsibility for the assignment and/or reassignment of all DBH staff.
- H. In the least restrictive environment possible, provide outreach and engagement, case management, and linkage to mental health services and/or substance use disorder services. Provide linkage to appropriate public and/or private community resources, transportation and assist law enforcement in managing seriously mentally ill clients out in the field.
- I. Monitor and coordinate staff work schedules as staff work hours may vary.

VI. DBH SPECIFIC RESPONSIBILITIES

DBH shall:

- A. Provide outreach and engagement to homeless individuals and families.
- B. Conduct needs assessment with clients.
- C. Provide referrals and linkage to mental health, substance use disorder treatment, medical services and/or other community services.
- D. Utilize a Harm-Reduction model of intervention while in the field.
- E. Enter eligible homeless individuals and families into the Coordinated Entry System by conducting assessments using the Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT).
- F. Link homeless clients to available housing options for which they may qualify.
- G. Maintain appropriate and timely documentation, according to DBH policies and standards.
- H. Attend co-location meetings such as, briefings, staff meetings, and/or other team/community meetings, as appropriate.

VII. MUTUAL RESPONSIBILITIES

- A. It is required that both the FPD Officer and the DBH staff have approval from the Watch Commander and DBH Supervisor for any ride-along.

- B. DBH staff will coordinate with all FPD law enforcement staff for the purpose of providing outreach and engagement.
- C. Both agencies must comply with relevant regulations for any release of information. FPD and DBH agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU; and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- D. FPD and DBH agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through the FPD and DBH mutual chain of command, as deemed necessary.
- E. FPD and DBH agree to develop and implement procedures and forms necessary to administer and document each program referral, participation, compliance and effectiveness.
- F. FPD and DBH agree to develop internal procedures for resolving grievances including the specific steps a client must follow, and the time limits for resolution.
- G. FPD and DBH agree to work together to develop a tracking system of calls that DBH staff respond to for the purpose of productivity measures and staff accountability.
- H. Indemnification and Insurance Requirements between the governing entities of FPD and DBH, which are the City and the County are as follows:
 - 1. The City agrees to defend, indemnify and hold harmless the County, its officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability arising out of this MOU/contract from any cause whatsoever, including any costs or expenses incurred by County, except as prohibited by law, arising out of City's negligent or wrongful acts or omissions in connection with its performance under the herein MOU.
 - 2. County agrees to defend, indemnify and hold harmless the City, its officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability arising out of this MOU/contract from any cause whatsoever, including any costs or expenses incurred by City, except as prohibited by law, arising out of County's negligent or wrongful acts or omissions in connection with its performance under the herein MOU.
 - 3. In the event that the County and/or City are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, the County and/or City shall indemnify the other to the extent of its comparative fault.
 - 4. The County and the City are authorized self-insured public entities for purposes of General Liability, Automobile Liability, Workers' Compensation, and Professional Liability coverage and warrants that through its program of self- insurance, it has adequate coverage or resources to protect against liabilities arising out of the terms, conditions and obligations of this MOU.

I. Privacy and Security

1. FPD and DBH shall adhere to any County applicable privacy-related policies pertaining to PII. DBH has a specific responsibility to comply with all applicable State and Federal regulations pertaining to privacy and security of client PHI and strictly maintain the confidentiality of behavioral health records, and FPD shall assist DBH in upholding said confidentiality by applying safeguards as discussed herein. Regulations have been promulgated governing the privacy and security of individually identifiable health information (IIHI) PHI or electronic Protected Health Information (ePHI).
 2. In addition to the aforementioned protection of IIHI, PHI, and e-PH, both parties shall adhere to the protection of personally identifiable information (PII) and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining eligibility that can be used alone in conjunction with any other information to identify an individual.
 3. Reporting Improper Access, Use, or Disclosure of Unsecure PHI and PII, upon discovery of any unauthorized use, access or disclosure of PHI or any other security incident with regards to PHI or PII, FPD agrees to report to DBH no later than one (1) business day upon the discovery of a potential breach. FPD shall cooperate and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.
- J. FPD and DBH shall ensure any DBH protected information stored at an assigned FPD office, for any period of time, will be locked and secured in adherence to IIHI and PHI privacy requirements.
- K. DBH and FPD shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any client. DBH and FPD shall not use or disclose any identifying information for any other purpose other than carrying out the obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
- L. FPD and DBH agree they will collaborate in providing In-Service Training to FPD staff on the Authorization for Release of Protected Health Information Form and services offered under this MOU.

VIII. RIGHT TO MONITOR AND AUDIT

- A. Agency will collaborate with DBH in the implementation, monitoring and evaluation of this MOU and share information as needed.
- B. Agency shall provide all reasonable facilities and assistance for the safety and convenience of DBH's representative in the performance of monitoring or auditing duties. Any supervisory or administrative inspections and evaluations shall be performed in such a manner as will not unduly delay the work of FPD.

- C. Agency shall comply with all local, State and Federal regulations regarding local, State and Federal Performance Outcomes measurements requirements and participate in the outcomes measurement process, as required by the State and/or DBH. For MHSA programs, Agency agrees to meet the goals and intention of the program as indicated in the related MHSA Component Plan and most recent updates.
- D. Agency shall comply with all requests regarding local, State and Federal Performance Outcomes measurement requirements and participate in the outcomes measurement process as requested.

IX. TERM

This MOU is effective as of January 1, 2025 through December 31, 2029 but may be terminated earlier in accordance with provisions of Section X of this MOU.

X. EARLY TERMINATION

This MOU may be terminated without cause upon thirty (30) days written notice by either party. DBH's Director is authorized to exercise DBH's rights with respect to any termination of this MOU. The FPD Police Chief, or his/her appointed designee, has authority to terminate this MOU on behalf of FPD and/or the City of Fontana.

XI. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. DBH staff vacancies or changes in staffing plan shall be submitted to the appropriate Agency's contact person within 48 hours of DBH's knowledge of such occurrence. Such notice shall include a plan of action to address the vacancy or a justification for the staffing plan change.

XII. CONCLUSION

- A. This MOU, consisting of ten (10) pages is the full and complete document describing services to be rendered by FPD to DBH including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.
- C. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

SAN BERNARDINO COUNTY

Dawn Rowe, Chair, Board of Supervisors


Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

City of Fontana Police Department

(Print or type name of corporation, company, contractor, etc.)

By  _____
(Authorized signature - sign in blue ink)

Name Michael Dorsey
(Print or type name of person signing contract)

Title Chief of Police
(Print or Type)

Dated: _____

Address 17005 Upland Ave.,
Fontana, CA 92335