



## MEMORANDUM OF UNDERSTANDING

Chaffey No. 2023CS330

This Memorandum of Understanding ("MOU") is made and entered on the date of execution, by and between the **Chaffey Community College District** ("CHAFFEY COLLEGE"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 5885 Haven Avenue, Rancho Cucamonga, CA 91737, and **San Bernardino County Department of Behavioral Health** ("DBH"), a public government agency with its principal place of business at 303 E. Vanderbilt Way, San Bernardino, CA 92415, in response to the Behavioral Health Justice Intervention Services grant and the 2022 BJA FY22 Connect and Protect: Law Enforcement Behavioral Health Response Program grant ("Grants") received by CHAFFEY COLLEGE. CHAFFEY COLLEGE and DBH are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, CHAFFEY COLLEGE received Notices of Award on February 28, 2022, from the California Department of Health Care Services Behavioral Health Justice Intervention Services project and on September 29, 2022, from the Office of Justice Programs under the funding opportunity entitled 2022 BJA FY 22 Connect and Protect: Law Enforcement Behavioral Health Response Program.

WHEREAS, CHAFFEY COLLEGE intends to use funding from the Grants to continue the first dedicated Higher Education Assessment Team (HEAT) within the Chaffey College campus community ("Project"). CHAFFEY COLLEGE and DBH have agreed to collaborate on this Project, as it is expected to enhance and support efforts currently underway at Chaffey College, as well as San Bernardino County.

WHEREAS, the HEAT team model is based on the co-location of a law enforcement officer with a clinician to provide assessment, early intervention, and early identification and screening of students of concern. This model has been successfully utilized within the Los Angeles Community College District's nine colleges, in partnership with the Los Angeles County Sheriff's Department's Community College Bureau and the Los Angeles County Department of Mental Health, School Threat Assessment Response Team.

WHEREAS, it is intended that the HEAT team at CHAFFEY COLLEGE will consist of an, on-duty CHAFFEY COLLEGE police officer, a DBH Triage Engagement and Support Team ("TEST") Program Social Worker II and a Master's level Social Work Intern. The HEAT team will work with students of concern on assessment, intervention, early screening and identification, case management, and potentially long-term case monitoring. The aim of this Project is to address behavioral health concerns, reduce arrests, prevent individuals from entering the criminal justice system, connect individuals to resources and support within their own communities, and early identification to reduce the potential for individuals following a path toward violence or experiencing a crisis.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

**1.0 SCOPE OF WORK.** DBH in partnership with CHAFFEY COLLEGE, shall provide the following:

**1.1 DBH Responsibilities:**

- A. A Social Worker II (SWII) will be employed full time by DBH and will be co-located at CHAFFEY COLLEGE's police office.
- B. A DBH SWII will be assigned a minimum of forty (40) hours per week, with designated hours at CHAFFEY COLLEGE's police department, and will perform job functions as specified and supervised by designated leadership in the DBH TEST Program.
- C. The DBH SWII standard tour of duty at CHAFFEY COLLEGE will be scheduled from Monday-Friday, and will exclude weekends, and holidays honored by the County of San Bernardino.
- D. Adhere to CHAFFEY COLLEGE'S required clearance protocols for assigned DBH staff prior to staff person utilizing dedicated office space. Protocols include

- successful completion of a criminal background check (fingerprinting/Livescan) prior to commencing any work in connection with this MOU.
- E. Adhere to all CHAFFEY COLLEGE COVID-19 Health and Safety protocols. Wearing face coverings is highly recommended. These requirements may change depending on the health and safety needs of CHAFFEY COLLEGE.
  - F. Both parties will review any requested changes to the regular schedule for the co-located DBH TEST SWII according to business needs and final approval will be at the discretion of the DBH Diversion Services Program Manager II and/or designee.
  - G. All schedule changes, specific to a DBH employee's Standard Tour of Duty, must align with DBH policies and procedures.
  - H. DBH will provide the SWII with a county assigned laptop and cell phone.
  - I. The following are services provided by the DBH TEST SWII:
    - i. Crisis Intervention Services:
      - 1. Provide crisis response, triage and intervention.
      - 2. Mental health crisis evaluations, which includes the determination for the level of care, either voluntary or involuntary;
        - a. Linkage to various voluntary crisis services, which can include Crisis Stabilization Units (CSU) or Crisis Residential Treatment Centers (CRT).
        - b. Linkage to hospital setting for immediate crisis stabilization based on criteria for an involuntary stay.
          - 1) If a consumer meets the criteria for the Welfare and Institutions Code (WIC) 5150-Involuntary Psychiatric Hold, CHAFFEY COLLEGE's police officer will complete the hold and transport the consumer to the nearest Lanterman Petris Short (LPS) designated hospital.
    - ii. Case Management Services:
      - 1. Provide short-term follow-up case management services while consumers are appropriately linked to DBH services and/or other community services.
    - iii. Collaboration and Coordination of Campus Services:
      - 1. Interagency, campus and community partner coordination with but not limited to:
        - a. College WRAP program, Behavioral Intervention Team (BIT), and Disability Program Services (DPS).
        - b. Cases that are referred for a Mental Health Threat Assessment will be completed by CHAFFEY COLLEGE's police department consultant.
  - J. DBH will obtain a valid Authorization for Release of PHI from persons served prior to sharing any PHI and in the performance of required services.
  - K. Pursuant to HIPAA, DBH has implemented administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI transmitted or maintained in any form or medium.

## **1.2 CHAFFEY COLLEGE Responsibilities:**

- A. Provide administration and oversight of Grants.
- B. At its own expense, provide the DBH SWII with equipment, facilities, supplies, and other items reasonably necessary to complete the services under this Project. CHAFFEY COLLEGE will not provide laptop or cell phone, as these items will be provided by DBH.
- C. Arrange for and cover cost of School Threat Assessment Response Team (START) model training for DBH SWII, which may include other employees assigned by DBH leadership. This training will be completed as soon as possible.
- D. CHAFFEY COLLEGE police department will provide transportation in response to calls, follow up, and meetings in association with Grants activities.
- E. Compensate DBH the amount equivalent to the salary and benefits for one (1) full-time Social Worker II, in accordance with the Grants.

### 1.3 Mutual Responsibilities:

- A. The Parties' key partners will meet on a consistent basis to strategize and develop programming in support of Grants activities.
- B. The Parties agree to cooperate in carrying out the Project according to terms of the Grants.
- C. The Parties commit to explore and identify future funding and partnership opportunities in an effort to scale the Project. Should additional opportunities be identified, amendments to this agreement can be made, which speak to and outline any new activities, deliverables, payment arrangements, timelines, etc.
- D. Each Party will agree to abide by the requirements of the other as they pertain to FERPA, HIPAA, and other confidentiality laws and regulations.
- E. Privacy and Security
  - i. Both parties 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 CHAFFEY COLLEGE 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).
  - ii. In addition to the aforementioned protection of IIHI, PHI and e-PHI, 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.
  - iii. 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, CHAFFEY COLLEGE agrees to report to DBH no later than one (1) business day upon the discovery of a potential breach. CHAFFEY COLLEGE shall cooperate and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.
  - iv. Both parties shall ensure any DBH client PHI that is stored on its premises will be locked and secure in adherence to IIHI and PHI privacy requirements.

**2.0 TERM.** The term of this MOU shall correspond with that of the Grant and shall commence on **the date of execution**, and end on **September 30, 2025**. This MOU may be terminated by either Party, in accordance with the Grants, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, CHAFFEY COLLEGE shall pay compensation for services completed through the date of termination.

**3.0 COMPENSATION, EXPENSES AND INVOICING.** CHAFFEY COLLEGE agrees to compensate DBH the amount equal to salary plus benefits for a DBH SWII, with an annual increase of 3 percent as follows:

	Assume start date June 13, 2023			
Year	Fiscal Year	Annual Cost	Monthly	Total Amount
1	Fiscal Year 2022-23* (12 days)	\$ 96,252.00	\$ 8,021.00	\$ 4,813.00
2	Fiscal Year 2023-24* (12 months) 3% Growth	\$ 99,139.00	\$ 8,262.00	\$ 99,144.00
3	Fiscal Year 2024-25* (12 months) 3% Growth	\$ 102,113.00	\$ 8,509.00	\$ 102,108.00
4	Fiscal Year 2025-26* (3 months) 3% Growth)	\$ 105,177.00	\$ 8,765.00	\$ 26,295.00

The total compensation for the duration of this agreement is subject to the **not-to-exceed amount of Two Hundred Thirty-Two Thousand Three Hundred Sixty Dollars and 00/100 (\$232,360.00).**

3.1 CHAFFEY COLLEGE shall pay on a net-30-day basis. Invoices shall identify the billing period and Contract Number of this MOU. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates. Invoices are to be sent via email to [accounts.payable@chaffey.edu](mailto:accounts.payable@chaffey.edu).

3.2 CHAFFEY COLLEGE must receive a Department of the Treasury IRS Form W-9 to make payment.

**4.0 INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Governing Board, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this MOU for one year.

**5.0 INSURANCE.** Each Party agrees to self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:

- A. **Workers' Compensation:** Statutory Form.
- B. **Employers' Liability:** \$1,000,000 per occurrence.
- C. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
- D. **Automobile Liability Insurance:** \$300,000 combined single limit covering all owned, non-owned and hired vehicles.
- E. **Professional Liability Insurance:** \$1,000,000 per claim.

5.1 Prior to commencing work, each Party shall furnish the other with properly endorsed certificates of insurance that provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this MOU.

**6.0 INDEPENDENT CONTRACTOR.** DBH understands and agrees that DBH staff, interns, volunteers, or representatives assigned to work with or on any Chaffey College campus, property, or facility are not employees or agents of CHAFFEY COLLEGE nor do they have any employment relationship with CHAFFEY COLLEGE. Each Party, in the performance of this MOU, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this MOU. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.

**7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this MOU.

- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this MOU. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this MOU, and in the event of change in either private interests or service under this MOU, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to an employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of CHAFFEY COLLEGE and shall be subject to the CHAFFEY COLLEGE'S general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this MOU.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as CHAFFEY COLLEGE policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of CHAFFEY COLLEGE and subject to state law and CHAFFEY COLLEGE policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this MOU until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which can be demonstrated by written records was known prior to the effective date of this MOU; (ii) is currently in, or in the future enters, the public domain other than through a breach of this MOU or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.
- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service UNDER this MOU, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.
- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 FORCE MAJEURE.** Neither party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.
- 14.0 GOVERNING LAW.** The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in San Bernardino County, California.

- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this MOU shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this MOU is intended to make any person or entity who has not signed this MOU a third-party beneficiary of any right created by this MOU or by operation of law.
- 17.0 NOTICE.** Any notice or demand may be served upon one party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

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 Agencies 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.

**CHAFFEY COMMUNITY COLLEGE DISTRICT:**

Representative: Cheryl Newman-Tarwater  
Interim Chief of Police  
Cheryl.newmantarwater@chaffey.edu  
Tel: (909) 652-6630

For Notices: Chaffey Community College District  
Campus Police Department  
5885 Haven Avenue  
Rancho Cucamonga, CA 91737-3002  
Fax: (909) 652-6630

Copy to: Chaffey Community College District  
Purchasing Services Department  
5885 Haven Avenue  
Rancho Cucamonga, CA 91737-3002  
Fax: (909) 652-6704

**SAN BERNARDINO COUNTY DEPARTMENT OF  
BEHAVIORAL HEALTH:**

Representative: Vivian Bermudez  
Program Manager II, Diversion  
Services, Triage Engagement and  
Support Teams (TEST)  
vbermudez@dbh.sbcounty.gov  
Tel: (909) 873-4491

For Notices: San Bernardino County  
Department of Behavioral Health  
303 E Vanderbilt Way  
San Bernardino, CA 92415

Fax: (909) 890-0435

IN WITNESS WHEREOF, the Parties execute this MOU effective on the date first written above:

**CHAFFEY COLLEGE:**

By: \_\_\_\_\_  
*Signature*  
  
Ashira Murphy  
Interim Director, Purchasing Services  
\_\_\_\_\_  
*Typed or Printed Name, & Title*

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

**SAN BERNARDINO COUNTY:**

By: \_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

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