

MEMORANDUM OF UNDERSTANDING

Between

San Bernardino County Department of Behavioral Health

And

Chaffey Community College District

For

Dedicated Office Space

August 4, 2026 – July 31, 2031

This Memorandum of Understanding (MOU) is made and entered into on **August 4, 2026**, 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 550 E. Hospitality Lane, Suite 100, San Bernardino, CA 92415.

WHEREAS, CHAFFEY COLLEGE intends to implement a dedicated Triage, Engagement and Support Team (TEST) 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 TEST 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 San Bernardino County, and TEST teams are co-located in crucial law enforcement access points throughout San Bernardino County.

WHEREAS, it is intended that the TEST team at CHAFFEY COLLEGE will consist of an on-duty CHAFFEY COLLEGE police officer and a DBH TEST Program behavioral health professional. The TEST 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 provide early identification to reduce the potential for individuals to follow a path toward violence or experience a crisis.

NOW, THEREFORE, DBH and CHAFFEY COLLEGE agree to the following terms and conditions:

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

1.1 DBH Responsibilities:

- A. A DBH behavioral health professional will be employed full time by DBH and will be co-located at CHAFFEY COLLEGE's police office.
- B. DBH TEST staff 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. If staff are absent, DBH Diversion leadership will ensure CHAFFEY COLLEGE Campus Police is notified of the absence.
- C. The co-located DBH TEST staff's 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. DBH will adhere to CHAFFEY COLLEGE's required clearance protocols for assigned DBH staff prior to staff 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. Both parties will review any requested changes to the regular schedule for the co-located DBH TEST staff according to business needs and final approval will be at the discretion of the DBH Diversion Services Program Manager II and/or designee.
- F. All schedule changes, specific to a DBH employee's standard tour of duty, must align with DBH policies and procedures.
- G. DBH will provide the TEST staff with a county assigned laptop and cell phone.
- H. The following are services provided by the DBH TEST staff:
 - i. Crisis Intervention Services:
 - 1. Provide crisis response, triage and intervention.
 - 2. Mental health crisis evaluations, which include 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 individuals 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. Chaffey Connects (formerly known as 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.
- I. DBH will obtain a valid Authorization for Release of PHI from individuals served prior to sharing any PHI and in the performance of required services.
- J. 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. Maintain and relay safety/security procedures related to DBH staff assigned to Agency.
- B. At its own expense, provide the DBH TEST staff with equipment, facilities, supplies, and other items that are reasonably necessary to complete the services under this agreement. CHAFFEY COLLEGE will not provide a laptop or cell phone, as these items will be provided by DBH.
- C. Provide adequate workspace for DBH staff within the Agency that includes a personal work area with a desk, chairs, and secure document storage.
- D. Provide a designated area for consultation of consumer as required, ensuring maximum privacy.

1.3 Mutual Responsibilities:

- A. The Parties' key partners will meet on a consistent basis to strategize and develop programming in support of TEST activities.
- B. The Parties agree to cooperate in carrying out the services according to terms of the agreement.
- C. Each Party will agree to abide by the requirements of the other as they pertain to Family Educational Rights and Privacy Act (FERPA), HIPAA, and other confidentiality laws and regulations.
- D. Privacy and Security
 - i. Both parties shall adhere to any applicable County 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 or 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 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.

3.0 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.

3.1 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.

4.0 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 to 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.

- 5.0 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 arise 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.
- 6.0 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.
- 7.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as CHAFFEY COLLEGE policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 7.1 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. Each Party shall retain such records for a period of five years from the date of final payment.
- 7.2 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.
- 8.0 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.
- 9.0 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.
- 10.0 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.

11.0 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.

12.0 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.

CHAFFEY COMMUNITY COLLEGE DISTRICT:	SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH:
Steven Griffin, Chief of Police Email: Steven.Griffin@chaffey.edu Tel: (909) 652-6638 <u>For Written Notices:</u> Chaffey Community College District Campus Police Department 5885 Haven Avenue Rancho Cucamonga, CA 91737-3002 Fax: (909) 652-6636 Copy to: Chaffey Community College District Purchasing Services Department 5885 Haven Avenue Rancho Cucamonga, CA 91737-3002 Fax: (909) 652-6704	Jonathan Wilson, Program Manager II Email: Jonathan.Wilson@dbh.sbcounty.gov Tel: (909) 873-4491 <u>For Written Notices:</u> San Bernardino County Department of Behavioral Health Diversion Services – Triage Engagement and Support Teams 850 E Foothill Blvd. Rialto, CA 92376 Copy to: San Bernardino County Department of Behavioral Health Contracts Development Unit 303 E Vanderbilt Way San Bernardino, CA 92415

13.0 TERM. This MOU is effective from August 4, 2026 through July 31, 2031, and may be terminated without cause upon thirty (30) days written notice by either party.

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.

SAN BERNARDINO COUNTY

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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
San Bernardino County

By _____
Deputy

CHAFFEY COMMUNITY COLLEGE DISTRICT

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

By ►

(Authorized signature - sign in blue ink)

Name Tanisha Grattan
(Print or type name of person signing contract)

Title Director, Purchasing Services
(Print or Type)

Dated: _____

Address 5885 Haven Avenue
Rancho Cucamonga, CA 91737