

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

April 8, 2025

FROM

GEORGINA YOSHIOKA, Director, Department of Behavioral Health

SUBJECT

Revenue Letter of Agreement with County of Orange for Specialty Mental Health Services for Foster Youth

RECOMMENDATION(S)

Approve Revenue Letter of **Agreement No. 25-230** with County of Orange, including non-standard terms, for youth placed in San Bernardino County for Specialty Mental Health Services, in which County of Orange will reimburse San Bernardino County for services, in an amount not to exceed \$199,999, effective upon execution through June 30, 2029.
(Presenter: Georgina Yoshioka, Director, 252-5142)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

**Provide for the Safety, Health and Social Services Needs of County Residents
Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.**

FINANCIAL IMPACT

This item does not impact Discretionary General Funding (Net County Cost). The Letter of Agreement (LOA) will allow the County of Orange, through its Health Care Agency, to reimburse the Department of Behavioral Health (DBH) for services provided for youth placed in San Bernardino County (County) for needed mental health services, in an amount not to exceed \$199,999. Adequate appropriation and revenue have been included in the DBH 2024-2025 budget and will be included in future recommended budgets.

BACKGROUND INFORMATION

DBH is responsible for providing mental health and substance use disorder (SUD) services to county residents experiencing severe mental illness and/or SUD. Since 2010, as a part of the DBH system of care, DBH has operated the Children's Residential Intensive Services (ChRIS) program, offering Specialty Mental Health Services (SMHS) to children in Short-Term Residential Therapeutic Programs (STRTPs).

ChRIS follows the Integrated Core Practice Model, a team-based, four-phase approach: 1) Engagement; 2) Service Planning; 3) Monitoring and Adapting; and 4) Transition ensuring individualized, coordinated care for children and families. Services extend through placement and, up to two months, post-discharge for a smooth transition to lower levels of care.

STRTPs provide short-term, intensive mental health treatment, 24-hour care, and supervision for youth with severe emotional and behavioral disorders. STRTPs aim to reduce congregate care placements and expedite permanency within the child welfare and juvenile justice systems.

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SMHS integrates with residential care, offering core services such as community engagement, enrichment activities, health support, educational and life skills services, transitional support, and trauma-informed care for children, youth, and non-minor dependents.

When foster children and youth are placed in a Children's Crisis Residential Program Community Treatment Facility, Group Home or STRTP, outside their county of original jurisdiction, and are in need of SMHS, the responsibility to provide or arrange and pay for SMHS shall remain with the Mental Health Plan (MHP) in the county of original jurisdiction, unless a specific exception applies.

This LOA establishes an agreement between the County of Jurisdiction MHP and the County of Residence MHP to ensure the provision and timely reimbursement of SMHS for foster youth placed in residential care facilities outside their county of jurisdiction. The goal of the LOA is to facilitate uninterrupted access to mental health services in compliance with Assembly Bill 1051. DBH currently has an agreement, through Purchase Order No. 4400026849, with the County of Orange for County clients placed in the County of Orange for services. Approval of this LOA would constitute a reverse LOA, in which the County will be reimbursed for services for any youth placed in the County for SMHS services.

DBH will implement mechanisms to regularly review 1) client service data and progress, conduct site visits and annual monitoring to ensure performance and compliance standards of the LOA are met; 2) applicable claims data and claims for reimbursement to ensure fidelity and accuracy of service billing and optimization of Medi-Cal reimbursement, in alignment with the LOA terms and Department of Health Care Services billing requirements; and 3) provider invoices administratively and programmatically to ensure client and/or bed counts are accurate prior to payment processing.

The LOA includes terms that differ from the standard County contract and omits certain County standard contract terms. The non-standard terms include the following:

1. Per the LOA, each party is required to defend, indemnify or hold the other party harmless to the extent arising out of the respective party's breach of the LOA and negligent or wrongful acts or omissions in connection with its performance under the LOA.
 - County Policy 11-07 requires the contractor to indemnify the County against all claims arising out of the contract from any cause whatsoever.
 - Potential Impact: By agreeing to indemnify the County of Orange, the County could be contractually waiving the protection of sovereign immunity. If the County is sued for any claim resulting from its own breach of the LOA, and negligent or wrongful acts or omissions, in connection with its performance under the LOA, the County may be solely liable for the costs of defense and damages.
2. The LOA does not require the County of Orange to meet the County's insurance standards as required pursuant to County Policies, 11-05, 11-07 and 11-07SP.
 - County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the Risk Management Department and as set forth in County policy and in the County standard contract.
 - Potential Impact: The County has no assurance that the County of Orange will be financially responsible for claims that may arise under the LOA, which could result in expenses to the County that exceed the total LOA amount.

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3. The Agreement imposes insurance obligations on the County.
 - The standard County contract does not include any insurance requirements for the County.
 - Potential Impact: The County must be mindful of the insurance obligations and ensure that it maintains all the necessary insurance policies or programs of self-insurance required under the LOA or risk being in breach of the LOA terms.

DBH recommends approval of the non-standard terms as it will enable the County to be reimbursed for services provided and partner with the County of Orange, otherwise an alternative reimbursement process would need to be established for services rendered or reimbursement may be forfeited.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by Behavioral Health Contracts (Michael Shin, Contracts Manager, 388-0899) on March 11, 2025; County Counsel (Dawn Martin, Deputy County Counsel, 387-5455) on March 6, 2025; Risk Management (Gregory Ustaszewski, Staff Analyst II, 386-8631) on March 5, 2025; Finance (Paul Garcia, Administrative Analyst, 386-8392) on March 24, 2025; and County Finance and Administration (Cheryl Adams, Deputy Executive Officer, 388-0332) on March 24, 2025.

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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: April 8, 2025



cc: DBH - Rivas-Ordaz w/agree
Contractor - c/o DBH w/agree
File - w/agree
MBA 04/15/2025