

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

October 22, 2024

FROM

GEORGINA YOSHIOKA, Director, Department of Behavioral Health

SUBJECT

Memorandum of Understanding with Step Up on Second, Inc. for the United States Department of Housing and Urban Development's Continuum of Care In-Kind Service Value Match

RECOMMENDATION(S)

Approve **Memorandum of Understanding No. 24-1009** with Step Up on Second, Inc., including non-standard terms, for the United States Department of Housing and Urban Development's Continuum of Care in-kind service value match, in the amount of \$767,765, for the period of November 1, 2024, through October 31, 2025.
(Presenter: Georgina Yoshioka, Director, 252-5142)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Promote the Countywide Vision

Provide for the Safety, Health and Social Service 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 Memorandum of Understanding (MOU) for the in-kind service match, valued at \$767,765, will be used to satisfy the match requirement of the United States Department of Housing and Urban Development's (HUD) Continuum of Care (CoC) grant program (Program). The in-kind supportive services, provided by the Department of Behavioral Health (DBH), are funded by Mental Health Services Act and Federal Financial Participation Medi-Cal funds. Adequate appropriation and revenue have been included in DBH's 2024-25 budget and will be included in the 2025-26 recommended budget.

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. The Program provides rental assistance to the most vulnerable chronically homeless individuals and families residing in the county. Step Up on Second, Inc. (SUOS), as the grantee of the HUD CoC grant program, is required to have a provider of in-kind supportive services to individuals and families participating in the programs.

The MOU outlines the collaboration between SUOS and DBH. SUOS entered this MOU with DBH to provide in-kind supportive services which meet the Program's match requirement. SUOS accepts referrals from the County's Coordinated Entry System, which is a centralized

**Memorandum of Understanding with Step Up on Second, Inc. for the United States Department of Housing and Urban Development's Continuum of Care In-Kind Service Value Match
October 22, 2024**

system to streamline the access of client information for identifying homeless individuals and families. SUOS assesses referrals to determine eligibility for the appropriate grant programs that provide rental assistance. As the grantee, SUOS is responsible for ensuring that individuals and families meet the eligibility requirements of the program, with the rental assistance being funded by HUD.

DBH provides in-kind supportive services that include case management, employment assistance, housing assistance, basic life skills training, mental health services, SUD treatment, and transportation for those individuals and families who qualify for the programs. DBH tracks the cost of these services and reports them to SUOS for inclusion in the program's match requirement. DBH has been providing these services since May 2003.

For the MOU period, rental assistance for 153 clients is anticipated. Approval of this item will allow DBH to continue to provide in-kind services for Program participants.

The MOU with SUOS includes terms that differ from the standard County contract. The non-standard terms include the following:

1. Per the MOU, 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 MOU and negligent or wrongful acts or omissions in connection with its performance under the MOU.
 - 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 SUOS, 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 MOU and negligent or wrongful acts or omissions in connection with its performance under the MOU, the County may be solely liable for the costs of defense and damages.
2. The MOU does not require SUOS to meet the County's insurance standards as required pursuant to County Policy 11-07.
 - The County Policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and set forth in the County standard contract.
 - Potential Impact: While there is a statement that SUOS is self-insured and has adequate coverage to perform services under the MOU, the County has no assurance that SUOS will be financially responsible for claims that may arise under the MOU, which could result in expenses to the County that exceed the total Agreement amount.

PROCUREMENT

N/A

REVIEW BY OTHERS

This item has been reviewed by Behavioral Health Contracts (Lisa Rivas-Ordaz, Contracts Supervisor, 383-3940) on October 1, 2024; County Counsel (Dawn Martin, Deputy County Counsel, 387-5455) on October 11, 2024; Risk Management (Loretta Acuna, Staff Analyst II,

**Memorandum of Understanding with Step Up on Second, Inc. for the
United States Department of Housing and Urban Development's
Continuum of Care In-Kind Service Value Match
October 22, 2024**

386-9039) on October 10, 2024; Finance (Paul Garcia, Administrative Analyst, 386-8392) on October 4, 2024; and County Finance and Administration (Cheryl Adams, Deputy Executive Officer, 388-0238) on October 4, 2024.

**Memorandum of Understanding with Step Up on Second, Inc. for the
United States Department of Housing and Urban Development's
Continuum of Care In-Kind Service Value Match
October 22, 2024**

Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

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

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: October 22, 2024



cc: DBH - Barajas w/agree
Contractor - c/o DBH w/agree
File - w/agree

CCM 10/23/2024