

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

June 13, 2023

FROM

GEORGINA YOSHIOKA, Director, Department of Behavioral Health

SUBJECT

Memorandum of Understanding with Chaffey Community College District for Crisis Services

RECOMMENDATION(S)

Approve Memorandum of Understanding (**Agreement No. 23-520**) with Chaffey Community College District, including non-standard terms, for office space and funding for a Department of Behavioral Health Social Worker II to provide crisis services, in an amount not to exceed \$232,360, effective upon execution through September 30, 2025.

(Presenter: Georgina Yoshioka, Director, 252-5142)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

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) in the amount of \$232,360 will be funded by Chaffey Community College District (Chaffey College) and will allow the Department of Behavioral Health (DBH) to utilize office space located within Chaffey College at no-cost and to be reimbursed for the salary and benefits costs of a DBH Social Worker II (SWII) position for providing crisis services through the Triage, Engagement and Support Team (TEST) program. Adequate appropriation and revenue have been included in the DBH 2022-23 budget and will be included in future recommended budgets.

BACKGROUND INFORMATION

The TEST program provides specialized crisis intervention, continuum of care, and intensive case management for individuals experiencing an urgent psychiatric health condition with up to 59 days of follow up services. The recommended MOU reaffirms DBH's commitment to provide access to crisis services for underserved populations at a variety of collaborated sites throughout San Bernardino County (County) and outlines the use of office space at Chaffey College for the TEST program to provide these services. This MOU will allow DBH staff to serve the college students that attend Chaffey College and will reimburse DBH the salary and benefits for a SWII to utilize office space at Chaffey College to provide TEST services from the date of execution through September 30, 2025. The MOU may be terminated by either party without cause upon 30 days' written notice.

Since 2015, DBH has partnered with various key agencies requiring immediate behavioral health services in crisis situations for no-cost office space to place DBH crisis triage staff in

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underserved areas throughout the County. Agencies request DBH TEST services and are evaluated to determine appropriateness for participation based on the availability of like services from other sources. DBH currently manages 29 TEST locations, known as 'point of access' agencies, such as law enforcement, hospital emergency departments, colleges, and agencies within the judicial court system, to assist consumers experiencing a mental health crisis. The TEST co-located program allows immediate access to crisis triage by a mental health specialist, which has resulted in thousands of successful outcomes. These DBH TEST services are currently being provided in 12 police department locations including Barstow, California State University San Bernardino Campus, Chino, Colton, Fontana, Montclair, Ontario, Redlands, Rialto, San Bernardino, Upland, and Victor Valley College.

In 2021-22, there were a total of 12,095 encounters with co-located DBH TEST staff, many of which resulted in crisis stabilization instead of unnecessary incarcerations and/or hospitalizations. Crisis stabilization with case management and linkage to appropriate services reduce expenditures for law enforcement resources and hospital emergency departments.

The MOU with Chaffey College, after negotiation, includes the following indemnification language that differs from the standard County contract terms:

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 Chaffey College, 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.

On October 25, 2022 (Item No. 26), the Board of Supervisors approved a similar MOU with Chaffey College which expired on February 14, 2023. DBH recommends approval of this MOU, including the non-standard term, as it will allow DBH to continue to utilize office space at Chaffey College to provide crisis triage by a SWII for underserved populations.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by Behavioral Health Contracts (Ellayna Hoatson, Contracts Supervisor, 388-0858) on May 4, 2023; County Counsel (Dawn Martin, Deputy County Counsel, 387-5455) on May 8, 2023; Finance (Christopher Lange, Administrative Analyst, 388-0208) on May 15, 2023; and County Finance and Administration (Cheryl Adams, Deputy Executive Officer, 388-0238) on May 25, 2023.

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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: June 13, 2023



cc: BH - Lombard w/ agree
Contractor c/o BH w/ agree
File w/ agree
JLL 06/27/2023