



San Bernardino County

Legislation Text

File #: 7374, Agenda Item #: 18

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

January 24, 2023

FROM

GEORGINA YOSHIOKA, Director, Department of Behavioral Health

SUBJECT

Non-Financial Memorandum of Understanding with California State University San Bernardino Police Department for Dedicated Office Space

RECOMMENDATION(S)

Approve a non-financial Memorandum of Understanding with California State University San Bernardino Police Department, including non-standard terms, for dedicated office space for the Department of Behavioral Health staff to provide crisis services, for the period of January 24, 2023, through December 31, 2027. (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 non-financial Memorandum of Understanding (MOU) allows the Department of Behavioral Health (DBH) to utilize no-cost office space located within California State University San Bernardino Police Department (CSUSBPD), in order for DBH to provide crisis services through the Triage, Engagement and Support Team (TEST) program.

BACKGROUND INFORMATION

TEST staff 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 community resources and follow up services. The recommended non-financial MOU will allow DBH to designate TEST staff, indicate the areas of responsibility, and continue utilizing no-cost office space at CSUSBPD through December 31, 2027. The MOU may be terminated by either party without cause upon 30 days' written notice. The 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 CSUSBPD for the TEST program to provide these services. This MOU will allow DBH staff to serve the college students that attend California State University San Bernardino.

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 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, Chino, California State University San Bernardino Campus, Fontana, Montclair, Ontario, Redlands, Rialto, San Bernardino, Upland, Colton and Victor Valley College.

In 2020-21, there were a total of 10,542 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 CSUSBPD 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 CSUSBPD, 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.

DBH recommends approval of this non-financial MOU, including the non-standard term, as it will allow DBH to utilize space at CSUSBPD to provide crisis triage by a mental health specialist for underserved populations.

PROCUREMENT

N/A

REVIEW BY OTHERS

This item has been reviewed by Behavioral Health Contracts (Ellayna Hoatson, Contracts Supervisor, 388-0858) on December 2, 2022; Risk Management (Victor Tordesillas, Director, 387-5564) on January 11, 2023; County Counsel (Dawn Martin, Deputy County Counsel, 387-5455) on December 5, 2022; Finance (Christopher Lange, Administrative Analyst, 386-8393) on December 16, 2022; and County Finance and Administration (Cheryl Adams, Deputy Executive Officer, 388-0238) on January 4, 2023.