

SAN BERNARDINO COUNTY
BEHAVIORAL HEALTH AND CARE ACT SUBGROUP

LETTER OF UNDERSTANDING

February 7, 2024- January 31, 2029

A cooperative agreement by and between the San Bernardino County Departments of Behavioral Health, Aging and Adult Services - Public Guardian, Public Defender's Office, County Counsel and the Superior Court of California, County of San Bernardino, hereinafter known collectively as the Community Assistance, Recovery and Empowerment (CARE) Act Subgroup.

WHEREAS, On September 14, 2022, Senate Bill 1338 was approved, enacting the CARE Act. San Bernardino County (County) was placed in Cohort II with an implementation date of December 1, 2024. Furthermore, Assembly Bill (AB) 179 appropriated \$57 million in funding to the Department of Health Care Services (DHCS) for the implementation of the CARE Act. Of the \$57 million, a total of \$31 million is available for counties in Cohort II to support planning and preparation activities, including, but not limited to, hiring, training, and development of policies and procedures, and to support information technology infrastructure costs, including, but not limited to, changes needed to electronic medical record systems, changes to collect needed reporting data, and case tracking and new billing processes to bill commercial plans and excluding capital expenses. \$889,031 has been allocated for the County.

WHEREAS, On July 10, 2023, AB 102 was signed into law. AB 102 requires the DHCS, in consultation with the Judicial Council of California, to provide an early implementation report on key data for each trial court implementing the CARE Act. Additionally, AB 102 requires the Legal Services Trust Fund Commission (LSTFC) at the State Bar of California to collect outcome data from each county's public defender office, qualified legal services projects (QLSP), and support centers. The State Bar of California shall annually provide to the Judicial Council a report that includes funding allocations, annual expenditures, and program outcomes by service area and service provider to be included in DHCS' annual CARE report.

WHEREAS, DHCS appropriates State General Funds in its annual budget to reimburse counties for costs incurred to implement the CARE Act and Behavioral Health Information Notice 24-015 informs counties about the process by which counties will be reimbursed for these activities. DHCS will reimburse counties an hourly rate for time spent performing the following activities: Court Hearing Time, Court Report, Outreach and Engagement, Notice, and Data Reporting. Claims may be submitted to DHCS on a quarterly basis and must be received by DHCS within one year following the end of the quarter. Claims for CARE Act activities may be subject to audit by DHCS.

WHEREAS, the parties to this Letter of Understanding (LOU) endorse the goal of the CARE Act Subgroup is to create a process in California's civil courts to provide earlier action, support, and accountability for both individuals with untreated schizophrenia spectrum and psychotic disorders, and the local governments responsible for providing behavioral health services to these individuals. For this program to be successful, cooperation must occur within a network of systems in order to facilitate and achieve the mission of the CARE Act Subgroup. In furtherance of this goal, the CARE Act Subgroup will engage in a planning process to assure that all matters of concern for individuals living with these behavioral health issues, are experiencing or are at risk of homelessness, criminal justice involvement, hospitalization, or Lanterman-Petris-Short (LPS) conservatorship, and are

involved in the civil court process will receive the care they need.

WHEREAS, the CARE Act Subgroup has developed policies and procedures to successfully implement CARE Act utilizing the \$889,031 available to the County.

WHEREAS, the respective agencies, excluding the Superior Court of California, County of San Bernardino, will work cooperatively to provide and record the following planning and preparation activities, including, but not limited to:

1. Hiring.
2. Training.
3. Development of policies and procedures.
4. Information and technology cost including but not limited to
 - a. Changes needed to electronic medical record systems.
 - b. Changes needed to collect necessary reporting data.
 - c. Case tracking and new billing processes to bill commercial plans.
5. Capital Expenses are excluded from reportable expenditures.

WHEREAS, the respective agencies will appropriately record these expenses and submit them on the Planning Funds Claim Form (Attachment A) to the San Bernardino County Department of Behavioral Health (DBH) Deputy Director of Adult Justice Involved & Homeless and Supportive Services and the Program Manager over the CARE Act, dbh-rbest-care@dbh.sbcounty.gov, (or designee indicated by email to all respective agencies) by the 10th of each following month for review and processing.

NOW THEREFORE, the CARE Act Subgroup mutually agrees to the following terms and conditions:

I. KEY DEFINITIONS

Community Assistance, Recovery and Empowerment (CARE) Act:

The CARE Act provides community-based behavioral health services and support to Californians living with untreated schizophrenia spectrum or other psychotic disorders through a civil court process. The CARE Act is intended to serve as an upstream intervention for individuals experiencing severe impairment to prevent avoidable psychiatric hospitalizations, incarcerations, and LPS conservatorships.

II. INDIVIDUAL AGENCY RESPONSIBILITIES AND STAFF COMMITMENTS

A. Department of Behavioral Health

1. Schedule and facilitate collaborative meetings to coordinate the implementation of CARE Act.
2. Act as the CARE Act Subgroup administrator and process all claim forms received from respective agencies.

B. Department of Aging and Adult Services - Public Guardian

1. Participate in collaborative meetings to coordinate the implementation of CARE Act.

2. Record all applicable expenses on Attachment A and submit to DBH by the 10th of each month for the month prior for review and processing.
- C. Public Defender's Office
1. Participate in collaborative meetings to coordinate the implementation of CARE Act.
 2. Will submit invoices to Legal Services Trust fund commission.
- D. County Counsel
1. Participate in collaborative meetings to coordinate the implementation of CARE Act.
 2. Record all applicable expenses on Attachment A and submit to DBH by the 10th of each month for the month prior for review and processing.
- E. Superior Court of California, County of San Bernardino
1. Participate in collaborative meetings to coordinate the implementation of CARE Act.
 2. Record all applicable expenses on Attachment A and submit to DBH by the 10th of each month for the month prior for review and processing until December 31, 2025.

III. GENERAL TERMS AND PROVISIONS

A. Program Modifications

Any individual department/agency wishing to amend/modify this LOU will notify the remainder of the participating agencies through written notice to the other individual departments/agencies. DBH will address issue(s) for purposes of modifying/amending the aforementioned LOU.

B. Compliance with Laws Generally

Parties comply in all material respects with all laws, rules, and regulations applicable to the respective party's business and services. No protected health information (PHI) will be exchanged during the course of collaborative activities.

IV. TERM OF LOU

This LOU is effective as of February 7, 2024 and expires January 31, 2029, but may be terminated earlier in accordance with the provisions outlined in the TERMINATION OF AGREEMENT Article of this LOU.

V. TERMINATION OF AGREEMENT

Individual departments/agencies seeking early termination of their participation in this LOU shall do so by notifying all other departments/agencies in writing a minimum of sixty (60) days prior to such termination.

VI. CONCLUSION

This LOU, consisting of four (4) pages and Attachment A is the full and complete document describing individual agency or department responsibilities and staff commitments including all covenants, conditions and benefits.

This LOU 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 LOU. The parties shall be entitled to sign and transmit an electronic signature of this LOU (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 LOU upon request.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

Name: Anabel Z. Romero
Title: Court Executive Officer
Address: 247 W. Third St. 11th Fl
San Bernardino, CA 92415

Dated: _____

SAN BERNARDINO COUNTY



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
of San Bernardino County

By _____

Deputy

