

**MEMORANDUM OF UNDERSTANDING
Between**

**Department of Behavioral Health
and
Superior Court of California, County of San Bernardino
for
Veterans Treatment Court**

Upon execution – December 31, 2027

WHEREAS, The San Bernardino County (SBC) Department of Behavioral Health (DBH), hereinafter referred to as DBH, and the Superior Court of California, County of San Bernardino, hereinafter referred to as Superior Court, and

WHEREAS, DBH and Superior Court desire to enter into a Memorandum of Understanding (MOU) to detail their collaboration in relation to the Veterans Treatment Court, hereinafter referred to as VTC; and

WHEREAS, DBH is qualified to provide mental health services and finds that the Superior Court is qualified to provide Veteran Treatment Court services; and

WHEREAS, DBH desires to provide such services to the VTC within the Superior Court collaborate with DBH as set forth below;

NOW THEREFORE, DBH and the Superior Court mutually agree to the following terms and conditions:

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I. PURPOSE

The Veterans Treatment Court (VTC) prioritizes increasing public safety while improving the lives of veterans and their families by healing the physical and invisible wounds of those who have entered the criminal justice system as a result of their dedicated service. The VTC resides within the Superior Court to serve veterans struggling with addiction, serious mental illness (SMI) and/or co-occurring disorders. Services promote sobriety, recovery and stability through a coordinated response that involves cooperation and collaboration with the traditional partners found in drug and mental health courts.

Through this MOU, DBH will provide one (1) FTE Licensed Clinical Therapist I (CT I) position for clinical support at the Superior Court of San Bernardino VTC. The CT I position will conduct screenings, refer clients to services as appropriate, and work in collaboration with the VTC team, which may include Judges, Court Liaisons, Probation Staff, Veterans Affairs (VA) Staff, and other members as needed.

II. DEFINITIONS

- A. 1991 Realignment Funds: Refers to a significant restructuring of California's state-local fiscal relationship that occurred in 1991. This realignment was aimed at shifting responsibility for various programs and services from the state governments to local governments, particularly counties. In the context of mental health and social services, the 1991 realignment led to the transfer of funding and administration of certain programs from the state to county governments. Specifically, it shifted funding for mental health services, substance abuse treatment, and other social services from the state's General Fund to county governments. This change was intended to give counties more control and flexibility in addressing the unique needs of their communities and populations.
- B. Access and Linkage to Treatment Program or Strategy: A set of related activities to connect veterans with severe mental health conditions, as early in the onset of these conditions as practicable, to medical care as necessary and treatment including, but not limited to, care provided by county mental health programs.
- C. Authorization for Release of Protected Health Information (PHI): A Health Insurance Portability and Accountability Act (HIPAA) compliant authorization signed by the client or client's legal representative, authorizing DBH to release the client's information to a designated recipient. This form must be completed thoroughly with specified records to be shared, a designated time frame and expiration date, as well as a signature by the DBH client or his/her legal representative. If the form is signed by a legal representative, proof from the court system designating legal representation must accompany the request.
- D. Clinical Therapist I (CT I): These extended range classifications perform the full range of assignments related to the field of mental health services, including individual and group psychotherapy, evaluations, and investigations, professional counseling in accordance with applicable professional licensing laws. Within these extended range classifications, incumbents are assigned to the band appropriate to their degrees and licensure; perform related duties as required. This is a journey level of the series encompassing three bands of licensure: Licensed Clinical Social Worker, Licensed Marriage Family Therapist, and Licensed Professional Clinical Counselor. Within the scope of licensure, positions provide psychotherapy, psychotherapeutic treatment and counseling for clients exhibiting a variety of mental health and related disorders in a clinic or institutional setting. Incumbents are experienced, licensed professionals. Additionally, incumbents may be assigned to participate in special projects, or to be staff liaison to a regional and/or county wide mental health services program segment. The CT I will participate in the VTC process and provide case management and linkages as needed.

- E. Department of Behavioral Health (DBH): The DBH, under state law, provides mental health and substance use disorder treatment services to County residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of prevention and early intervention services, 24-hour care, day treatment outpatient services, case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to County residents.
- F. Full Time Equivalent (FTE): The hours worked by one employee on a full-time basis using the ratio of the total number of paid hours during a period by the number of working hours.
- G. Health Insurance Portability and Accountability Act (HIPAA): A federal law designed to improve portability and continuity of health insurance coverage in the group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery, to promote the use of medical savings accounts, to improve access to long-term care services and coverage, to simplify the administration of health insurance, and for other purposes.
- H. Mental Health Condition: Syndrome characterized by clinically significant disturbance in the psychological or biological processes underlying mental functioning. Mental health conditions are usually associated with significant distress or disability in social and other important activities.
- I. Mental Health Services: The individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, collateral, therapy, rehabilitation, and plan development.
- J. Personally Identifiable Information (PII): PII is information that can be used alone or in conjunction with other personal or identifying information, which is linked or linkable to a specific individual. This includes: name, social security number, date of birth, address, driver's license, photo identification, other identifying number (case number, client index number, SIMON number/medical record number, etc.).
- K. Protected Health Information (PHI): PHI is *individually identifiable health information* held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper or oral. Individually identifiable information is information, including demographic data, that relates to the individual's past, present or future physical or mental health or condition; the provision of health care to the individual; or the past, present, or future payment for the provision of health care to the individual, and identifies the individual or for which there is reasonable basis to believe it can be used to identify the individual. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; in records described at 20 U.S.C. 1232g(a)(4)(B)(iv); in employment records held by a covered entity in its role as employer; and regarding a person who has been deceased for more than fifty (50) years.
- L. Superior Court of California, County of San Bernardino (Superior Court): The Court that hears cases involving civil law, criminal law, traffic infractions, family law, juvenile law, and other
- M. Veterans Treatment Courts (VTCs): VTCs follow the Drug Treatment model in that it is a

collaborative justice court. The court offers alternatives such as treatment programs to case proceedings that address underlying problems which contribute to criminal activity or other court involvement.

III. SUPERIOR COURT SERVICE RESPONSIBILITIES

Superior Court shall:

- A. Assume the primary role to motivate and monitor the defendants who appear before the VTC.
- B. Actively represent the VTC in the community and appear before governmental agencies, public commissions, public forums, and the media when special events are held and dignitaries attend.
- C. Ensure a cooperative atmosphere for attorneys, clerks, probation officers, pre-trial personnel and treatment providers to stay focused on the task of providing veteran offenders with treatment.

IV. SUPERIOR COURT GENERAL RESPONSIBILITIES

- A. Without the prior written consent of DBH, this MOU is not assignable by the Superior Court either in whole or in part.
- B. Superior Court agrees not to enter into any subcontracting agreements for work contemplated under this MOU.
- C. Superior Court will maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within VTC. DBH shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
- D. Superior Court shall adhere to mutually developed grievance procedures with regard to recipients' satisfaction. Superior Court shall provide a system, approved by DBH, through which recipients of service will have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- E. Superior Court shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. Superior Court shall not use or disclose any identifying information for any other purpose other than carrying out VTC obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
- F. Superior Court shall obtain and complete the required documents as well as maintain satisfactory performance as outlined herein for the period of this MOU defined in Section IX.
- G. Superior Court shall comply with the United States Department of Health and Human Services, Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health care programs as set forth in Executive Order 12549; Social Security Act, 42 U.S. Code, Section 1128 and 1320 a-7; Title 42 CFR, Parts 1001 and 1002, et al; and Welfare and Institutions Code, Section 14043.6 and 14123.
 1. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:
 - a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs; or
 - b. Has been convicted of a criminal offense related to the provision of health care items

or services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension, debarment, or ineligibility.

- H. Superior Court agrees not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from the DBH Director. Any subcontractor shall be subject to the same provisions as the Superior Court in addition to all contract provisions as required by County.
1. If the Superior Court intends to subcontract any part of the services provided under this MOU to a separate and independent agency or agencies, it must submit a written MOU with that agency or agencies to DBH. The MOU must clearly define the following:
 - a. The name of the subcontracting agency.
 - b. The amount (units, minutes, etc.) and types of services to be rendered under the MOU.
 - c. The amount of funding to be paid to the subcontracting agency.
 - d. The subcontracting agency's role and responsibilities as it relates to this MOU.
 - e. A detailed description of the methods by which the VTC will ensure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
 2. Any subcontracting agency must be approved by DBH and shall be subject to all applicable provisions of this MOU. Superior Court will be fully responsible for any performance of a subcontracting agency. DBH will not reimburse the Superior Court or Subcontractor for any expenses rendered by a subcontractor **NOT** approved by DBH.
 3. Ineligible Persons
Superior Court shall adhere to Ineligible Persons or Excluded Parties requirements.

V. DBH RESPONSIBILITIES

- A. DBH will provide funding for one (1) CT I FTE position effective upon execution through December 31, 2027.
- B. DBH will provide bi-annual monitoring to make sure there is a follow-through with the requirements of this MOU, including tracking and reporting outcome data.
- C. Pursuant to HIPAA, DBH has implemented administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of health information that is transmitted or maintained in any form or medium.
- D. The CT I position may be prescribed to perform the following tasks and duties:
 1. Screen prospective clients to determine appropriateness for program services, provides orientation sessions for clients deems appropriate.
 2. Conduct intake assessments; prepare diagnostic evaluations which include obtaining personal, social, emotional, and substance abuse history to determine the cause, nature and severity of the client's current mental status.
 3. Develop, evaluate, and implement goal-oriented treatment plans.
 4. Intervene in crisis situations when a patient exhibits acute psychiatric symptoms which present an immediate threat to the patient or others.
 5. Provide rehabilitative and socialization services to restore and maintain the best possible functional level of patients with chronic psychological impairments.

6. Provide consultation to other staff members on a client's history, mental status and previous treatment, and on the community resources available for the treatment of a client.
7. Participate in the staff review of a case; recommends changes in therapeutic techniques, environment, and/or charting to facilitate patient recovery.
8. Serve as a consultant or trainer for staff, community agencies, and other professionals on complex clients, placement, and mental health issues, provide community outreach and make special presentations to civic groups.
9. Assist clients and families in understanding the nature of their physical, mental, or emotional disorder; provide emotional support and information to assist them in identifying external stressors that contribute to the client's problems.
10. Act as a liaison and coordinate services between clients and county and/or contract mental health agencies; provides an evaluation of a client's problems and progress for other county agencies.
11. Prepare case documentation, progress and court reports, conservatorship requests, special reports, proposals, grants, manuals and correspondence.
12. May act as a staff liaison to a regional and/or county wide mental health services program segment; monitors therapeutic and administrative components of the segment.
13. Provide vacation and temporary relief as required.

VI. MUTUAL RESPONSIBILITIES

- A. DBH and Superior Court agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU; and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. DBH and Superior Court agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through DBH and VTC mutual chain of command, as deemed necessary.
- C. DBH and Superior Court agree to develop and implement procedures and forms necessary to administer and document program referral, participation, compliance and effectiveness.
- D. DBH and Superior Court agree to develop procedures for resolving grievances including the specific steps a client must follow, and the time limits for resolution.
- E. Performance Outcomes
The outcomes-based criteria which shall be achieved are as follows:
 1. Provide behavioral health screenings, assessments, and linkages for high acuity clients who are not able to access services since they may not qualify for federal VA service discharge. Once the CT I identifies a behavioral health need for the veteran client, a contact will be made between the County VA and DBH to provide behavioral health services to the client.
- F. DBH and Superior Court shall observe all federal, state and county requirements, and applicable law concerning the confidentiality of behavioral health records. DBH and VTC as required by applicable law, shall strictly maintain confidentiality of behavioral health records of clients.

Pursuant to the HIPAA of 1996, DBH and Superior Court have implemented administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of health information that is transmitted or maintained in any form or medium and have agreed to report any

security incident of which the parties become aware. The parties will ensure that any agent or subcontractor who receives health information agrees to implement reasonable and appropriate safeguards. It is understood between DBH and VTC that this provision complies with 45 CFR 164.314 (a)(2)(ii) and serves in lieu of a Business Associates Agreement.

VII. FISCAL PROVISIONS

The MOU is non-financial in nature and as such, does not impact Discretionary General Funding (Net County Cost).

VIII. RIGHT TO MONITOR AND AUDIT

- A. DBH staff or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Superior Court in the delivery of services provided under this MOU. Full cooperation shall be given by Superior Court in any auditing or monitoring conducted.
- B. Superior Court shall cooperate with DBH in the implementation, monitoring, and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- C. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by DBH Fiscal Services staff for DBH, Federal and State representatives for a period of ten years after final payment under the MOU or until all pending County, State and Federal audits are completed, whichever is later. Records of Superior Court which do not pertain to the services under this MOU shall not be subject to review or audit unless otherwise provided in this MOU. Technical program data shall be retained locally and made available upon DBH's reasonable advance written notice or turned over to DBH.
- D. Superior Court shall provide all reasonable facilities and assistance for the safety and convenience of DBH 's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of DBH.

IX. TERM

This MOU is effective upon execution and expires December 31, 2027, but may be terminated earlier in accordance with provisions of Section X of this MOU. This MOU may be extended for two (2) additional one (1) year periods upon written agreement of both parties, unless terminated earlier under the provisions of Section X.

X. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. DBH's Director is authorized to exercise DBH's rights with respect to any termination of this MOU. The VTC Director, or his/her appointed designee, has authority to terminate this MOU on behalf of VTC.
- B. VTC will only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. VTC not be reimbursed for costs incurred after the date of termination.

- C. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, DBH may immediately terminate this MOU upon written notice to Superior Court.

XI. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. Insurance.

Each party represents it is a public entity authorized to manage its own risks related to Professional Liability, General Liability, Automobile Liability and Workers' Compensation; and warrants that through their respective risk management programs, they maintain adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
- D. If applicable, Superior Court shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.

XII. CONCLUSION

- A. This MOU, consisting of ten (10) pages and Attachment A, Attestation Regarding Ineligible/Excluded Persons, is the full and complete document describing services to be rendered by VTC to DBH including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

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

SAN BERNARDINO COUNTY

Superior Court of California, San Bernardino
County

*(Print or type name of corporation, company,
contractor, etc.)*

►

Dawn Rowe, Chair, Board of Supervisors

By _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS

Name _____
*(Print or type name of person signing
contract)*

DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Title _____
(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

Dated: _____

Address _____
247 West 3rd Street, 11th Floor

_____ San Bernardino, CA 92415

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**Contractor Superior Court shall:**

To the extent consistent with the provisions of this Memorandum of Understanding (MOU), comply with regulations found in Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al regarding exclusion from participation in Federal and State funded programs, which provide in pertinent part:

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in Federal and State funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency which is likely to result in exclusion from any Federal or State funded health care program, and/or
 - c. unlikely to be found by a Federal and State agency to be ineligible to provide goods or services.
1. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any Federal or State funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any Federal and State funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a Federal or State agency to be ineligible to provide goods or services.
2. Contractor certifies it has reviewed, at minimum prior to hire or contract start date and monthly thereafter, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any Federal or State funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
3. Contractor certifies that it shall notify DBH immediately (within 24 hours) by phone and in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under Federal or State funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the Federal or State government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which Federal or State funded health care program payment may be made.

 Printed name of authorized official

 Signature of authorized official

 Date