



Contract Number

18-877-A1

SAP Number

**Department of Aging and Adult
Services-Public Guardian
Adult Protective Services**

Department Contract Representative	<u>Julie West</u>
Telephone Number	<u>(909) 387-2462</u>
Contractor	<u>Riverside County Department of Public Social Services</u>
Contractor Representative	<u>Tracy Chappell Slaughter</u>
Telephone Number	<u>(951) 358-5870</u>
Contract Term	<u>January 2, 2019 through September 30, 2024</u>
Original Contract Amount	<u>Non-Financial</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>Non-Financial</u>
Cost Center	<u></u>

**AMENDMENT NO. 1 TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
RIVERSIDE COUNTY
AND
SAN BERNARDINO COUNTY
FOR**

**THE PROVISION OF COURTESY INVESTIGATIONS OF ELDER AND DEPENDENT ADULT
ABUSE INVOLVING A CONFLICT OF INTEREST**

The Memorandum of Understanding (MOU), Contract No. 18-877, entered into January 2, 2019, by and between Riverside County through its Department of Public Social Services, Adult Services Division, hereinafter referred to as "DPSS," and San Bernardino County through its Department of Aging and Adult Services-Public Guardian, Adult Protective Services, hereinafter referred to as "DAAS-PG," individually referred to as a "Party" or collectively as the "Parties," to provide and obtain Courtesy Investigations of Elder or Dependent Adult Abuse referrals in situations involving a potential Conflict of Interest, is hereby amended on September 26, 2023, in the following manner:

ENTIRE MEMORANDUM OF UNDERSTANDING

All references to "County of San Bernardino" in the MOU are amended to read "San Bernardino County" and all references to "DAAS" in the MOU are amended to read "DAAS-PG."

SECTION I. DEFINITIONS

Amend Paragraphs F., G., I., and K. and add Paragraph M. to read as follows:

- F. Department of Aging and Adult Services-Public Guardian (DAAS-PG) – refers to San Bernardino County Department of Aging and Adult Services-Public Guardian.
- G. Dependent Adult – refers to a person between the ages of eighteen (18) and fifty-nine (59) years who has physical or mental limitations that restrict his or her ability to carry out normal activities of daily living or to protect his or her rights, including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.
- I. Elder(ly) – refers to a person age sixty (60) years or older, residing within the jurisdiction of the Requesting County or Assisting County in this MOU.
- K. Petition – refers to a legal document filed with a court asking the court to open a case when a social worker determines that court intervention is necessary to protect the safety and well-being of an Elder or Dependent Adult, which may include probate conservatorship.
- M. Supervising Social Services Practitioner (SSSP) – a highly experienced professional who assigns, guides, and directs the day-to-day activities of the Social Services Practitioner(s) they manage.

SECTION III. DPSS RESPONSIBILITIES

Amend Paragraph B. to read as follows:

- B. When the County of Riverside is the Requesting County, DPSS will request assistance from DAAS-PG when necessary by following the protocol outlined in the chart below:

Stage	Who	Description
1	DPSS Central Intake Center Social Worker	If the referral involves a potential Conflict of Interest, notify the Central Intake Center Supervisor.
2	Central Intake Center Supervisor	Consult with the Central Intake Center Regional Manager.
3	DAAS-PG Supervising Social Services Practitioner (SSSP)	Request DAAS-PG perform a Courtesy Investigation by contacting the following: DAAS hotline at (877) 565-2020 and speak with DAAS-PG SSSP between the business hours of 8 a.m. - 5 p.m. Monday-Friday. The Child and Adult Abuse Hotline (CA AHL) Supervisor may be contacted during afternoons only Monday - Thursday 5:30 p.m. – 8 a.m., Friday 5 p.m. through Monday 8 a.m., and on holidays.
4	DAAS-PG APS Call Center	Assign the request to a DAAS-PG APS Supervisor at the appropriate region. After consultation, the DAAS-PG APS Supervisor

		will approve or deny the request for DAAS-PG to conduct the investigation.
5	DAAS-PG APS Call Center	If the DAAS-PG APS Supervisor approves the request, immediately make a report to DAAS-PG Call Center or CAAHL hotline advising that the two counties have conferred, and DAAS-PG has agreed to investigate the referral.
6	Central Intake Center Supervisor	If the DAAS-PG APS Supervisor denies the request, DPSS shall follow its usual procedures for requesting another county to perform the Courtesy Investigation or for investigating the Elder or Dependent Adult Abuse, as appropriate.

SECTION IV. DAAS RESPONSIBILITIES

Amend Paragraph B. to read as follows:

- B. When the San Bernardino County is the Requesting County, DAAS will request assistance from DPSS when necessary by following the protocol outlined in the chart below:

Stage	Who	Description
1	DAAS-PG APS Call Center	Once it has been identified that the referral involves a potential Conflict of Interest, notify the District Manager (DM).
2	DAAS-PG APS Call Center	Consult with the DAAS-PG APS Supervisor.
3	DAAS-PG SSSP	If the DAAS-PG SSSP approves the request, DAAS-PG SSSP will request DPSS perform a Courtesy Investigation by contacting the following: DPSS hotline at (800) 491-7123 and speak with the DPSS APS Supervisor.
4	DAAS-PG SSSP	After the two counties have conferred and in agreement of the request, DAAS-PG SSSP will immediately make a report to DPSS hotline advising that the two counties have conferred and DPSS has agreed to investigate the referral.
5	DAAS-PG SSSP	If the DPSS APS Supervisor denies the request, DAAS-PG shall follow its usual procedures for investigating the Elder or Dependent Adult Abuse.

VII. NON-DISCRIMINATION

Amend Paragraph D. to read as follows:

- D. DAAS-PG shall furnish any and all information requested by DPSS and shall permit DPSS access, during business hours, to books, records, and accounts (both electronic/imaged and physical) in order to ascertain DAAS-PG's compliance with this Paragraph VII. et seq.

IX. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Amend IX. Health Insurance Portability And Accountability Act to read as follows:

DPSS and DAAS-PG are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. DPSS and DAAS-PG hereby agree to cooperate in accordance with the terms and intent of this MOU for implementation of relevant law(s) and/or regulation(s) promulgated under this Public Law. DPSS and DAAS-PG further agree that they shall be in compliance, and shall remain in compliance, with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

Social service privacy complaints should be referred to:

DPSS: Department of Public Social Services
HR/Administration Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

DAAS-PG: Jennifer Lei
Privacy and Security Officer (PSO)
825 E. Hospitality Lane
San Bernardino, CA 92415
(909) 383-9665
HSPrivacySecurtiyOfficer@hss.sbcounty.gov

XIII. RECORDS

Amend Paragraph B. to read as follows:

- B. All electronic client records related to services provided under the terms of this MOU shall be retained permanently by DAAS-PG and DPSS. The assisting county will transfer the electronic files to the requesting county upon request.

XIV. TERM

Amend XIV. Term to read as follows:

This MOU is effective on January 2, 2019 and expires on September 30, 2024, but may be terminated earlier in accordance with provisions of Section XV of this MOU. The Parties to this MOU, however, shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, reporting, retention of records, and confidentiality.

XVII. CONCLUSION

Add Paragraph C. to read as follows:

- C. 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.

All other terms and conditions of MOU (Contract No. 18-877) shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this MOU.

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
San Bernardino County

By _____
Deputy

RIVERSIDE COUNTY

Department of Public Social Services

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

By _____
(Authorized signature - sign in blue ink)

Name Charity Douglas
(Print or type name of person signing contract)

Title Director
(Print or Type)

Dated: _____

Address 4060 County Circle Drive
Riverside, CA 92503

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Jacqueline Carey-Wilson, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Patty Steven, Contracts Manager

Date _____

Reviewed/Approved by Department

►

Sharon Nevins, Director

Date _____