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Contract Number

26-31

SAP Number

### Department of Behavioral Health

<b>Department Contract Representative</b>	<u>Nathaniel Rodriguez</u>
<b>Telephone Number</b>	<u>(909) 388-0861</u>
<b>Contractor</b>	<u>Superior Court of California, County of San Bernardino</u>
<b>Contractor Representative</b>	<u>Lina Kim</u>
<b>Telephone Number</b>	<u>(909) 708-8638</u>
<b>Contract Term</b>	<u>July 1, 2025 through June 30, 2028</u>
<b>Original Contract Amount</b>	<u>\$727,914</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>\$727,914</u>
<b>Cost Center</b>	<u></u>
<b>Grant Number (if applicable)</b>	<u>N/A</u>

**Briefly describe the general nature of the contract:**

Memorandum of Understanding between the Superior Court of California, County of San Bernardino (Superior Court) and the San Bernardino County Department of Behavioral Health (DBH) which will allow Superior Court and DBH to continue to collaborate in providing drug court services to nonviolent Drug Court probationers and defendants for the period of July 1, 2025, through June 30, 2028.

**FOR COUNTY USE ONLY**

<p>Signed by: Approved as to Legal Form <u>Charles Phan on behalf of Dawn Martin</u> Dawn Martin, Deputy County Counsel Date <u>12/29/2025</u></p>	<p>Signed by: Reviewed for Contract Compliance <u>Michael Shin</u> Michael Shin, Administrative Manager Date <u>12/29/2025</u></p>	<p>Reviewed/Approved by Department <u>Jennifer Alsina on Behalf of Dr. Georgina Yoshioka</u> Georgina Yoshioka, Director Date <u>12/29/2025</u> Signed by Jennifer Alsina on behalf of Director, Georgina Yoshioka</p>
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**MEMORANDUM OF UNDERSTANDING  
Between**

**San Bernardino County Department of Behavioral Health  
and  
Superior Court of California, County of San Bernardino  
For  
Treatment Court Services**

**July 1, 2025 – June 30, 2028**

**WHEREAS**, the San Bernardino County (County), Department of Behavioral Health, hereinafter referred to as DBH, desires to provide Substance Use Disorder (SUD) services to Treatment Court probationers and defendants; and

**WHEREAS**, DBH has been allocated funds to provide such services; and

**WHEREAS**, DBH finds the Superior Court of California, County of San Bernardino, hereinafter referred to as Superior Court, qualified to provide Treatment Court Services; and

**WHEREAS**, DBH desires that such services be provided by Superior Court and Superior Court agrees to perform these services as set forth below;

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

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**ATTACHMENT A – PLANNING BUDGET SCHEDULE**

## I. DEFINITIONS

- A. American Society of Addiction Medicine (ASAM) Assessment – A professional medical society representing addiction medicine professionals. ASAM criteria defines the standards for conducting a comprehensive biopsychosocial assessment to inform patient overall treatment planning. These standards describe six dimensions that should be assessed, including, but not limited to: acute intoxication and/or withdrawal potential and biomedical conditions and complications. The ASAM Assessment is the most widely used and comprehensive set of guidelines for placement, continued service, and transfer of patients with addiction and co-occurring conditions.
- B. Authorization for Release of Protected Health Information (PHI) form (COM001) – A DBH Health Insurance Portability and Accountability Act (HIPAA) and 42 Code of Federal Regulations (CFR) Part 2-compliant authorization form 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.
- C. Comprehensive Treatment Court Implementation (CTCI) Program – An adult conditional release, felony, post-plea Treatment Court program that accepts only defendants who meet the high-risk, high-need criteria based on best practices (outlined in H&S Code § 11972) that are placed on formal probation that is conditioned upon the defendant's participation in the Treatment Court Program.
- D. Defendant – An adult who is charged with misdemeanors and felonies that qualifies as a high-risk, high-need candidate of the program and placed on formal probation that is conditioned upon the defendant's participation in the Treatment Court program.
- E. Department of Behavioral Health (DBH) – The San Bernardino County DBH, under state law, provides mental health and SUD treatment services to County residents. To maintain a continuum of care, DBH operates or contracts for the provision of prevention and early intervention services, twenty-four (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. 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.

- G. MOU – The acronym for Memorandum of Understanding.
- H. Intensive Outpatient – A structured, nonresidential treatment program that provides intensive support for individuals with SUDs in which a client is provided multiple hours of treatment per week, often 9-19 hours. It includes individual and group therapy and may integrate medication management, case management, and relapse prevention education along with one individual counseling session per thirty (30) day period. Outpatient services are designed to provide an alcohol and drug-free environment with structure and supervision to further a participant's ability to improve his/her level of functioning.
- I. Personally Identifiable Information (PII) – 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, AVATAR number/medical record number, etc.).
- J. Probationer – An individual with an open drug or alcohol case in Superior Court.
- K. Protected Health Information (PHI) – 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. Quarterly Report – A report on a DBH form that describes quarterly accomplishments, barriers and includes goals and objectives for the next report quarter. The quarterly report will be updated to reflect only the necessary data points and will exclude the narrative portion. DBH Program Manager and Treatment Court Coordinator will determine those necessary data points at their on-going meetings.
- M. State Agency – The "State and/or applicable State agency" as referenced in this MOU may include the Department of Health Care Services (DHCS), the Department of State Hospitals (DSH), the Department of Social Services (DSS), the Mental Health Services Oversight and Accountability Commission (MHSOAC), the Department of Public Health (CDPH), and the Office of Statewide Health Planning and Development (OSHPD).

- N. Substance Use Disorder (SUD) – Is a treatable mental disorder that affects a person's brain and behavior, leading to their inability to control their use of substances like legal or illegal drugs, alcohol, or medications. Symptoms can be moderate to severe, with addiction being the most severe form of SUD. It involves specific criteria caused by using a substance that an individual continues taking despite its negative effects.
- O. Substance Use Disorder and Recovery Services (SUDRS) – A division of the San Bernardino County DBH. SUDRS provides SUD services and education for communities and residents of the County.
- P. 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 areas of law such as mental health.
- Q. Treatment Court Coordinator – An individual that oversees the CTCI Treatment Court Programs.

**II. SUPERIOR COURT RESPONSIBILITIES**

Superior Court shall:

- A. Make every attempt to have at least a one (1) year assignment of a judge to ensure consistent operation of the Treatment Court.
- B. Assume the primary role to motivate and monitor the defendants who appear before the Treatment Court.
- C. Actively represent the Treatment Court in the community and appear before governmental agencies, public commissions, public forums, and the media.
- D. Ensure a cooperative atmosphere for attorneys, clerks, probation officers, pre-trial personnel and treatment providers to stay focused on the task of providing drug offenders with treatment.

Quarter	Due Date
July 1 - September 30	November 10
October 1 - December 30	February 10
January 1 - March 30	May 10
April 1- June 30	August 10

- E. Provide the appropriate positive incentives that the Court deems necessary.
- F. Participate as an active member of the Treatment Court Team.
- G. Ensure that the Treatment Court Coordinator will fulfill their responsibilities as outlined in the TREATMENT COURT COORDINATOR'S RESPONSIBILITIES Section.

### III. TREATMENT COURT COORDINATOR'S RESPONSIBILITIES

Treatment Court Coordinator shall:

- A. Take the lead in development and implementation of an evaluation process. The evaluation process will be consistent with the Treatment Court model and national evidenced based practices. Provide DBH-SUDRS Program Manager or designee a quarterly report which includes data.
- B. Meet with DBH-SUDRS Program Manager on at least, a quarterly basis to ensure communication and collaboration regarding the Treatment Court programs.
- C. Assist the Treatment Court Team with the monitoring and evaluation of Treatment Courts when appropriate.
- D. Seek additional funding sources and provide DBH with narrative and statistical information as required to ensure the ongoing operation of the Treatment Courts.
- E. Collaborate with DBH-SUDRS Program Manager prior to submission of any grant application for Treatment Court services on services being proposed in the grant application.
- F. Provide and/or seek ongoing training of Treatment Court Team members as needed or requested.
- G. Participate as an active member of the Treatment Court Team.
- H. Provide leadership and support to the treatment courts under the direction of the Judicial Chair of the Collaborative Courts to ensure compliance with the National Standards set forth by the National Association of Treatment Court Professionals.
- I. Collaborate with each district and relevant committees to develop and maintain ongoing goals and objectives for the Treatment Court Program.
- J. Prepare and submit the required information to DBH for the MOU.

The following information is required annually for each Treatment Court:

- 1. Number of Treatment Courts for each CTCI
  - 2. Location of each Treatment Court
  - 3. Treatment Court calendars or Schedule of Assignments to include date and time Treatment Courts are in Session
  - 4. Projected Budget
- K. Be responsible for notification to DBH-SUDRS Program Manager or designee of the need for a request to the Court CEO and DBH's approval of a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than ten (10%); or 2) to add a new budget line item.

- L. Submit the required Quarterly Report for each Treatment Court program by the requested due date. A copy shall be sent to DBH-SUDRS.

Quarterly Reports are due within forty-five (45) days after each quarter. Reporting periods and due dates are as follows:

Quarterly Reporting Period	Due Date to DBH
July 1 - September 30	November 15
October 1 - December 30	February 15
January 1 - March 30	May 15
April 1- June 30	August 15

**IV. TREATMENT COURT PROGRAM MOU PROVISIONS**

- A. A defendant's participation in the Treatment Court Program must be in compliance with Health and Safety Code sections 11971 and 11972.
- B. The Parties to this MOU acknowledge that in addition to the conditions specified in Health and Safety Code Sections 11971 and 11972 , all conditions of the initial CDCI application submitted by the County, continue to apply.
- C. The Parties to this MOU agree to submit all data requested by the Judicial Council on a quarterly basis.
- D. The Treatment Court Team members shall consist of the following, at a minimum:
  - 1. Judge/Commissioner
  - 2. District Attorney
  - 3. Public Defender/Defense Attorney
  - 4. Probation
  - 5. Treatment Provider
  - 6. Treatment Court Coordinator
- E. SUD Treatment and Related Services shall include the following, at a minimum:
  - 1. Residential
  - 2. Intensive Outpatient Treatment
  - 3. Intensive/Outpatient Drug Free (ODF)
  - 4. Withdrawal Management (Detoxification)
  - 5. Narcotic Treatment Program
  - 6. Medication Assisted Treatment (MAT)
  - 7. Individual and Group Counseling Sessions
  - 8. Ancillary services such as: a criminal thinking program, parenting classes, life skills, anger management/violence prevention; as directed by the Treatment Court Team.

9. ASAM Assessment
10. Case Management
11. Drug Testing

F. To support treatment related services and activities, the following nontreatment services shall be incorporated by the Treatment Court Team:

1. Court Operations
2. Data Collection
3. Equipment (e.g., computer, printer, etc.)
4. Facilities
5. Supplies
6. Staff Training
7. Staff Travel

G. The Treatment Court Team shall utilize incentives and sanctions as outlined by best practices (reference H&S Code § 11972) to promote compliance with program rules, which may include but are not limited to:

Participant Incentives	<ul style="list-style-type: none"> <li>• Sobriety Tokens, Chips</li> <li>• Candy, Flowers</li> <li>• Gift Cards for various restaurants, stores, and local entertainment</li> <li>• Vouchers, Coupons, Gift Certificates</li> <li>• Verbal Praise, Compliments</li> <li>• Fewer Court Appearances, Early Termination from Probation</li> <li>• Phase Acceleration, Early Termination from Probation</li> <li>• Sober Social Activities</li> </ul>
Participant Sanctions	<ul style="list-style-type: none"> <li>• Day in Jury or Penalty Box</li> <li>• Community Service</li> <li>• Weekend Jail</li> <li>• Short-Term Jail Sentence</li> <li>• Verbal or Written Apologies to the Judge and/or Team</li> <li>• Increased Monitoring</li> <li>• Extended Probation</li> <li>• Extra Drug Screens</li> <li>• Termination</li> <li>• Written Essay to Court/Team</li> </ul>

H. Treatment Court Participants shall be engaged in a minimum of a five (5) Phase Treatment Court Program with an aftercare phase to equal a minimum of thirteen (13) months in the program per participant. Participant court

appearances/attendance are to be held based on the phase and level of engagement of each participant.

- I. The Treatment Court Team shall utilize the best practices as outlined and required under H&S Code § 11972. The Parties acknowledge that the referenced statutory provision may be amended from time to time and agree to comply with the most current version in effect.
  1. Counties and courts that opt to have treatment court programs shall ensure the programs are designed and operated in accordance with state and national guidelines incorporating the “Adult Treatment Court Best Practice Standards” and “Family Treatment Court Best Practice Standards” developed by All Rise (founded as the National Association of Drug Court Professionals), with consideration for the distinct court system within which the program operates. It is the intent of the Legislature that key components of the criminal adult treatment court programs include:
    - a. Integration by treatment courts of behavioral health treatment services with justice system case processing.
    - b. Promotion of public safety, while protecting participants’ due process rights, by prosecution and defense counsel using a non-adversarial approach.
    - c. Early identification of eligible participants from the appropriate high-risk and high-need target population and prompt placement in the treatment court program.
    - d. Access provided by treatment courts to a continuum of substance use and other behavioral health treatment and social services that are evidence based and meet the specific needs of the participant.
    - e. Frequent alcohol and other drug testing to monitor abstinence.
    - f. A system of incentives, sanctions, and service adjustments to achieve participant success.
    - g. Ongoing judicial interaction with each treatment court participant at the needed frequency to meet the needs of the participant.
    - h. Monitoring and evaluation to measure the achievement of program goals and gauge effectiveness.
    - i. Continuing interdisciplinary education to promote effective treatment court planning, implementation, and operations.
    - j. Forging partnerships among treatment courts, public agencies, and community-based organizations to generate local support and enhance treatment court program effectiveness and to coordinate access to needed complementary services outside the program.

- k. Working to ensure equitable access, services, and outcomes for all sociodemographic and sociocultural groups.
2. No later than January 1, 2026, the Judicial Council shall revise the standards of judicial administration to reflect state and nationally recognized best practices and guidelines for collaborative programs, including those described in subdivision above.

**V. TREATMENT COURT PROGRAM COUNTY/COURT CONTACTS**

<p>County Alcohol and Drug Program Administrator</p>	<p>Dr. Georgina Yoshioka                  Department of Behavioral Health                  303 E. Vanderbilt Way, Suite 400                  San Bernardino, 92415-0026                  Phone: 909-252-5142                  Fax: 909-890-0435</p>
<p>DBH Treatment Court Program Manager</p>	<p>Matty Grounds                  Department of Behavioral Health                  Substance Use Disorder and Recovery Services                  18818 US Highway 18                  Apple Valley, CA 92307-2323                  Phone: 760-995-8846                  mgrounds@dbh.sbcounty.gov</p>
<p>Superior Court Chief Executive Officer</p>	<p>Anabel Z. Romero                  Superior Court of California                  County of San Bernardino                  247 W. 3rd St., 11th Floor                  San Bernardino, 92415-0302                  Phone: 909-708-8767                  aromero@sb-court.org</p>
<p>Superior Court Treatment Court Coordinator</p>	<p>Laura M. Martinez                  Superior Court of California                  County of San Bernardino                  8303 N Haven Ave                  Rancho Cucamonga, CA 91730                  Phone: 909-327-5897                  lmartinez@sb-court.org</p>
<p>DBH Program Fiscal</p>	<p>Marlen Partida                  Department of Behavioral Health                  303 E. Vanderbilt Way, Suite 400                  San Bernardino, 92415                  Phone: 909-388-0996                  Marlen.Partida@dbh.sbcounty.gov</p>

Superior Court Fiscal Agent	Mark-Anthony Coombs Finance Manager Superior Court of California County of San Bernardino 247 W. 3rd Street, 11th Floor San Bernardino, 92415-0302 Phone: 909-363-4618 MCoombs@sb-court.org
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**VI. SUPERIOR COURT GENERAL RESPONSIBILITIES**

- A. Without the prior written consent of DBH, this MOU is not assignable by Superior Court either in whole or in part.
- B. Superior Court agrees to collaborate with DBH regarding resources that support Treatment Court services.
- 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 Superior Court. Administrative support staff for 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 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 the Superior Court's obligations under this MOU, except as may be otherwise required by law. This provision will remain in force indefinitely even after the termination of the MOU.
- E. Superior Court shall obtain and complete the required documents as well as maintain satisfactory performance as outlined herein for the duration of this MOU.

**VII. DBH RESPONSIBILITIES**

DBH shall:

- A. Provide fiscal and statistical information as required by the funding source to ensure the ongoing operation of the Treatment Courts.
- B. Provide a biopsychosocial assessment which consists of a DBH developed DMC-ODS Screening and Intake Assessment identified as an evidence based assessment to Treatment Court referrals within a specified time frame of not later than fourteen (14) days of intake, make treatment recommendations based on outcome of the screening and/or assessment and place Treatment Court referrals in appropriate level of care within existing system as needed.
- C. Verify the invoice and narrative report submitted by Superior Court to ensure clients are eligible for payment/billing of services provided under this MOU.

- D. Secure training from and provide cross-training to Treatment Court personnel.
- E. Obtain a valid Authorization for Release of PHI from DBH client prior to sharing any PHI with Superior Court and in the performance of required services.
- F. Pursuant to HIPAA and 42 CFR Part 2 Confidentiality of SUD Patient Records, DBH has implemented administrative, physical, and technical safeguards to protect confidentiality, integrity, and availability of PHI transmitted or maintained in any form or medium.

#### **VIII. 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 conflict resolution up through DBH's and Superior Court's 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. DBH and Superior Court agree to adopt the San Bernardino County Drug Treatment Court Standard Manual & Guidelines as developed by the Drug Court Steering Committee; if they follow best practice standards, are in compliance with SUD programs regulations & mandates and abide within legal parameters.

#### **IX. FISCAL PROVISIONS**

- A. The maximum amount of reimbursement under this MOU shall not exceed \$727,914 for the next three (3) fiscal years (FY 2025-28) in accordance with the attached budget and shall be subject to availability of funds. The consideration to be paid to Superior Court, as provided herein, shall be in full payment for all Superior Court's services and expenses incurred in the performance thereof. (See Attachment A-Planning Schedule Budget).
- B. This MOU is contingent upon sufficient funds being made available by Federal, State and/or County governments for the term of the MOU. In the event of a reduction of DBH's allocations of Federal, State or County funding for alcohol and/or drug programs and Treatment Court grants, Superior Court agrees to accept a reduction in funding under this MOU to be determined with the participation and input from Superior Court with the final approval by DBH.

- C. Payment for services provided shall occur on a quarterly basis for approved expenses incurred and claimed by Superior Court. Payments by DBH for eligible expenditures will be made via inter- departmental fund transfers no later than forty-five (45) calendar days following the receipt of claim for reimbursement.
- D. Superior Court shall submit a claim for reimbursement for the reporting quarter, in a format approved by DBH. Quarterly claims will be sent to:

Department of Behavioral Health  
 Attention: SUDRS Fiscal Services  
 303 E. Vanderbilt Way  
 San Bernardino, CA 92415-0026

- E. Invoices and narratives are due on a quarterly basis. See table below for due dates:

Period	Invoice Due Date
July 1 - September 30	October 20
October 1 - December 31	January 20
January 1 - March 31	April 20
April 1 - June 30	See Paragraph K for due dates

- F. Compensation may be reduced or withheld in the event that Superior Court fails to comply with the provisions of this MOU or does not perform in accordance with the terms of this MOU.
- G. Costs for services under the terms of this MOU will be incurred during the MOU term except as approved by DBH. Superior Court will not use current year funds to pay prior or future year obligations.
- H. Budget Modifications of greater than 10% of the budget or to add a budget line item must be requested in writing prior to claiming cost and/or adjusting budget.
- I. Superior Court will maintain all records and books pertaining to order, purchase and distribution of the delivery of services under this MOU and demonstrate accountability for MOU performance. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy. All records shall be complete and current and comply with all MOU requirements. Failure to maintain acceptable records shall be grounds for withholding payments for claims submitted and termination of this MOU.
- J. Funds made available under this MOU shall not supplant any federal, state or any governmental funds intended for services of the same nature as this MOU. Superior Court shall not claim reimbursement or payment from DBH for or apply

for sums received from DBH with respect to that portion of its obligations which have been paid by another source of revenue. Superior Court agrees that it will not use funds received pursuant to this MOU, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of DBH.

- K. For Fiscal Year-End processes, accrual information is required to meet critical timelines. Consequently:
1. April, May or June invoices may be requested monthly.
  2. Financial information shall be provided to DBH no later than 10 (ten) calendar days from date of request.

**X. RIGHT TO MONITOR AND AUDIT**

- A. Administrative support staff for DBH 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 items pertinent to this MOU, 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 administrative support staff for DBH, Federal and State representatives for a period of three 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 or another agreement. 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 Superior Court.

**XI. TERM**

This MOU is effective as of July 1, 2025, through June 30, 2028, but may be terminated earlier in accordance with provisions of the EARLY TERMINATION section of this MOU. This MOU may be extended for one (1) year period upon written agreement of both parties, unless terminated earlier under the provisions of the EARLY TERMINATION section.

## **XII. EARLY TERMINATION**

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

## **XIII. 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.
- 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. County and Superior Court are public entities authorized to manage their own risks related to Professional Liability, Automobile Liability, General Liability and Workers' Compensation; and warrant 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 MOU.
- D. Privacy and Security
  - 1. Superior Court and DBH shall comply with any County applicable privacy-related policies pertaining to PHI and PII as well as applicable State and Federal regulations pertaining to privacy and security of client information. Regulations have been promulgated governing the privacy and security of individually identifiable health information (IIHI) and/or PHI or electronic Protected Health Information (ePHI).

2. In addition to the aforementioned protection of IIHI, PHI and e-PHI, DBH Superior Court and DBH shall adhere to the protection of PII and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth.

Whereas Medi-Cal PII is the information that is directly obtained while performing an administrative function on behalf of Medi-Cal, such as determining eligibility that can be used alone or in conjunction with any other information to identify an individual.

3. Reporting Improper Access, Use, Disclosure, or Breach

Upon discovery of any unauthorized use, access or disclosure of PHI or any other security incident with regards to PHI or PII, Superior Court agrees to report to DBH no later than one (1) business day upon the discovery of a potential breach. Superior Court shall cooperate and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.

- E. It is required that all provisions of 42 CFR Part 2 Final Rule, pertaining to the confidentiality of SUD client records, are followed. This includes but is not limited to: applying appropriate restrictions on disclosures and administering appropriate consents for release of information; enforcing appropriate safeguards to protect client records; reporting of unauthorized disclosures as required by law; and adequate maintenance and sanitization of paper and electronic confidential records in accordance with the Final Rule.
- F. Superior Court and DBH ensure any DBH client PHI that is stored on its premises will be locked and secure in adherence to IIHI and PHI privacy requirements.

#### **XIV. CONCLUSION**

- A. This MOU, consisting of seventeen (17) pages including Attachment A, is the full and complete document describing services to be rendered by Superior Court 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.

**[SIGNATURE PAGE FOLLOWS]**

SAN BERNARDINO COUNTY

► *Dawn Rowe*  
Dawn Rowe, Chair, Board of Supervisors

Dated: JAN 13 2026  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

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



Superior Court of California, County of San Bernardino

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

By ► *Anabel Z. Romero*  
C45E425EDA1A4BC  
(Authorized signature - sign in blue ink)

Name Anabel Z. Romero  
(Print or type name of person signing contract)

Title Court Executive Officer  
(Print or Type)

Dated: 1/6/2026

Address 247 W. 3<sup>rd</sup> Street, 11<sup>th</sup> Floor  
San Bernardino, CA 92415-0302

Superior Court MOU- Drug Court Budget-  
County of San Bernardino  
DEPARTMENT OF BEHAVIORAL HEALTH

FY 2025-2026

July 1, 2025- June 30, 2026

	Total Budget Expense
<b>NON-TREATMENT RELATED EXPENSES</b>	
A Treatment Court Coordinator (1.0 FTE)	169,276
B Accounting Technician (0.05 FTE)	3,883
C Indirect Staff Costs (up to 10.00% of Direct Salaries)	16,928
<b>TREATMENT RELATED EXPENSES</b>	
D Travel and Training	6,747
E Supplies/Equipment (Computer, Phone, Supplies, Incentives, Bus passes, graduation materials, In-House training materials, supplies and food, etc.)	39,921
<b>Total Drug Court Program</b>	<b>236,754</b>

**ATTACHMENT A**

**Superior Court MOU- Drug Court Budget-  
County of San Bernardino  
DEPARTMENT OF BEHAVIORAL HEALTH  
FY 2026-2027  
July 1, 2026- June 30, 2027**

	<b>Total Budget Expense</b>
<b>NON-TREATMENT RELATED EXPENSES</b>	
<b>A</b> Treatment Court Coordinator (1.0 FTE)	172,661
<b>B</b> Accounting Technician (0.05 FTE)	3,961
<b>C</b> Indirect Staff Costs (up to 10.00% of Direct Salaries)	17,266
<b>TREATMENT RELATED EXPENSES</b>	
<b>D</b> Travel and Training	6,949
<b>E</b> Supplies/Equipment (Computer, Phone, Supplies, Incentives, Bus passes, graduation materials, In-House training materials, supplies and food, etc.)	41,115
<b>Total Drug Court Program</b>	<b>241,952</b>

**ATTACHMENT A**

**Superior Court MOU- Drug Court Budget-**  
**County of San Bernardino**  
**DEPARTMENT OF BEHAVIORAL HEALTH**  
**FY 2027-2028**  
**July 1, 2027- June 30, 2028**

	<b>Total Budget Expense</b>
<b>NON-TREATMENT RELATED EXPENSES</b>	
<b>A</b> Treatment Court Coordinator (1.0 FTE)	177,841
<b>B</b> Accounting Technician (0.05 FTE)	4,080
<b>C</b> Indirect Staff Costs (up to 10.00% of Direct Salaries)	17,784
<b>TREATMENT RELATED EXPENSES</b>	
<b>D</b> Travel and Training	7,157
<b>E</b> Supplies/Equipment (Computer, Phone, Supplies, Incentives, Bus passes, graduation materials, In-House training materials, supplies and food, etc.)	42,346
<b>Total Drug Court Program</b>	<b>249,208</b>