

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-486

SAP Number

N/A

Department of Behavioral Health

Department Contract Representative	Tammi Phillips
Telephone Number	909-388-0860
Contractor	Superior Court of California
Contractor Representative	Tricia Pierson
Telephone Number	909-708-8767
Contract Term	April 1, 2020 through March 31, 2021
Original Contract Amount	\$181,168
Amendment Amount	
Total Contract Amount	\$181,168
Cost Center	1018471000

Briefly describe the general nature of the contract:

Memorandum of Understanding with Superior Court of California to provide substance use disorder services to Drug Court probationers and defendants, in the amount of \$181,168, for the period of April 1, 2020 through March 31, 2021.

FOR COUNTY USE ONLY

Approved as to Legal Form

DocuSigned by:

 Dawn Martin
 8FD744A7697047B...

Dawn Martin, Deputy County Counsel

5/27/2020

Date

Reviewed for Contract Compliance

DocuSigned by:

 Natalie Kesse
 4AA4DEA0595D0425
 Natalie Kesse, Contracts Manager

Date

Reviewed/Approved by Department

DocuSigned by:

 Veronica Kelley
 B128EE1A85354BD...

Veronica Kelley, Director

6/1/2020

Date

MEMORANDUM OF UNDERSTANDING

Between

County of San Bernardino

Department of Behavioral Health (DBH)

and

Superior Court of California, County of San Bernardino (Superior Court)

For

Drug Court Services

April 1, 2020

WHEREAS, The County of San Bernardino, Department of Behavioral Health, hereinafter referred to as DBH, desires to provide substance use disorder services to Drug 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 Drug 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. Authorization for Release of Protected Health Information (PHI) form (COM001) – A DBH 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.
- B. Comprehensive Drug Court Implementation (CDCI) Program – An adult felony Drug Court program that accepts only defendants who are convicted of felonies and placed on formal probation that is conditioned upon the defendant's participation in the Drug Court Program.
- C. Defendant – An adult who is convicted of misdemeanors and felonies and placed on formal probation that is conditioned upon the defendant's participation in the Drug Court program.
- D. Department of Behavioral Health (DBH) – The San Bernardino County Department of Behavioral Health, 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.
- E. 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.
- F. MOU – The acronym for Memorandum of Understanding.
- G. Outpatient Services – Non-residential alcohol and/or other drug services in which a client is provided a minimum of two group counseling sessions a week and one individual counseling session per 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.
- H. 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.).
- I. Probationer – An individual with an open drug or alcohol case in Superior Court.
- J. 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.

- K. Quarterly Narrative Report – A report on a DBH form that describes quarterly accomplishments, barriers and includes goals and objectives for the next report quarter.
- L. Quarterly Data Report – A report on a DBH form that contains specific data on each of the Drug Court Programs for the report quarter.
- M. State Agency – The “State and/or applicable State agency” as referenced in this Memorandum of Understanding 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 and Recovery Services (SUDRS) – A division of the San Bernardino County Department of Behavioral Health. SUDRS provides substance use disorder services and education for communities and residents of the County of San Bernardino.
- O. 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.
- P. Treatment Court Coordinator – An individual that oversees the Comprehensive Drug Court Implementation (CDCI) Drug Court Programs.

II. SUPERIOR COURT RESPONSIBILITIES

Superior Court shall:

- A. Make every attempt to have at least a one-year assignment of a judge to ensure consistent operation of the Drug Court.
- B. Assume the primary role to motivate and monitor the defendants who appear before the Drug Court.
- C. Actively represent the Drug 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.
- E. Take the lead in the development and implementation of an evaluation process. The evaluation process will be consistent with the Drug Court model. Provide DBH SUDRS Program Manager or designee a quarterly report which includes data with narrative description outlining progress made towards identified goals.

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

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

III. TREATMENT COURT COORDINATOR'S RESPONSIBILITIES

Treatment Court Coordinator shall:

- A. Participate in oversight of the Drug Court Program.
- B. Meet with DBH SUDRS Program Manager on at least, a quarterly basis to ensure communication and collaboration regarding the Drug Court programs.
- C. Assist the Drug Court Team with the monitoring and evaluation of Drug Courts when appropriate.
- D. Seek additional funding sources, respond to grant solicitations, and provide DBH with narrative and statistical information as required to ensure the ongoing operation of the Drug Courts.
- E. Collaborate with DBH -SUDRS Program Manager prior to submission of any grant application for Drug Court services on services being proposed in the grant application.
- F. Provide and/or seek ongoing training of Drug Court Team members as needed or requested.
- G. Participate as an active member of the Drug Court Team.
- H. Provide leadership and direction under the supervision of the Court Executive Officer (CEO) and the Superior Court Presiding Judge to ensure compliance with the National Standards set forth by the National Association of Drug Court Professionals.
- I. Prepare and submit required information to DBH for the MOU as required.

The following information is required annually for each Drug Court.

- Incentives
 - Sanctions
 - Number of Drug Courts for each CDCI
 - Location of each Drug Court
 - Drug Court calendars to include date and time Drug Courts are in Session
 - Drug Court Program Goals and Objectives
 - Fiscal Information
 - Projected Budget
- J. 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.
- K. Submit the required Quarterly Narrative Report and Quarterly Data Evaluation Report for each Drug Court program by the requested due date. A copy shall be sent to DBH - SUDRS.

Quarterly Reports are due within 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. DRUG COURT PROGRAM MOU PROVISIONS

- A. A defendant's participation in the Drug Court Program must be in compliance with the CDCI Act of 2003 (California Health and Safety Code Sections 11970.1 – 11970.3 and 11970.35).
- B. The Parties to this MOU acknowledge that in addition to the conditions specified in Health and Safety Code Section 11970.45 and/or 11970.2, 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 Drug Court Team members shall consist of the following, at a minimum:
 - Judge/Commissioner
 - District Attorney
 - Public Defender/Defense Attorney
 - Probation
 - Treatment Provider
 - Treatment Court Coordinator
- E. Substance Use Disorder Treatment and Related Services shall include the following, at a minimum:
 - Residential and Outpatient Treatment
 - Withdrawal Management (Detoxification)
 - Narcotic Replacement Therapy
 - Individual and Group Counseling Sessions
 - Anger Management/Violence Prevention
 - Assessment
 - Case Management
 - Drug Testing
 - Medication Assisted Treatment (MAT)
- F. To support treatment related services and activities, the following non-treatment services shall be incorporated by the Drug Court Team:
 - Court Operations
 - Data Collections
 - Equipment (e.g., computer, printer, etc.)
 - Facilities

- Supplies
- Staff Training
- Staff Travel

G. The Drug Court Team shall utilize incentives and sanctions to promote compliance with program rules, which may include but are not limited to:

Participant Incentives	• Sobriety Tokens, Chips • Candy, Flowers • Vouchers, Coupons, Gift Certificates • Verbal Praise, Compliments • Fewer Court Appearances, Early Termination from Probation • Phase Acceleration, Early Termination from Probation • Sober Social Activities
Participant Sanctions	• Day in Jury or Penalty Box • Community Service • Weekend Jail • Short-Term Jail Sentence • Verbal or Written Apologies to the Judge and/or Team • Increased Monitoring • Extended Probation • Extra Drug Screens • Termination • Written Essay to Court/Team

H. Drug Court Participants shall be engaged in a minimum of a Four (4) Phase Drug Court Program with an aftercare phase to equal a minimum of Eighteen (18) 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 Drug Court Team shall utilize *The Key Components of Drug Courts* as outlined in the 1997 U.S. Department of Justice, Office of Justice Programs monograph; *Defining Drug Courts: The Key Components* and are as follows:

1. Alcohol and other drug treatment services are integrated with justice system case processing.
2. Public safety is promoted while protecting participants' due process rights.
3. Eligible participants are identified early and promptly placed in a drug court program.
4. Participants are provided access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.
5. Abstinence is monitored by frequent alcohol and other drug testing.
6. A coordinated strategy governs drug court responses to participants' compliance.

7. There is ongoing judicial interaction with each drug court participant.
8. Monitoring and evaluation measure the achievement of program goals and gauges effectiveness.
9. Continuing interdisciplinary education promotes effective drug court planning, implementation and operations.
10. Forging partnerships among drug courts, public agencies, and community-based organizations generates local support and enhances drug court effectiveness.

V. DRUG COURT PROGRAM COUNTY/COURT CONTACTS

County Alcohol and Drug Program Administrator	Veronica Kelley Department of Behavioral Health 303 E. Vanderbilt Way, Suite 400 San Bernardino, 92415-0026 (909) 388-0802 - phone (909) 890-0435 - fax veronica.kelley@dbh.sbcounty.gov
DBH Drug Court Program Manager	Jennifer Alsina Department of Behavioral Health 658 E. Brier Dr., Suite 250 San Bernardino, 92415 (909) 501-0812- phone (909) 501-0753 - fax jennifer.alsina@dbh.sbcounty.gov
Superior Court Presiding Judge	Hon. Michael A. Sachs Superior Court of California 247 W. 3 rd St., 11 th Floor San Bernardino, 92415-0302 (909) 708-8747 - phone (909) 708-8784 - fax MSachs@sb-court.org
Treatment Court Coordinator	Laura M. Martinez Superior Court of California 247 W. 3 rd Street, 11 th Floor San Bernardino, 92415-0302 (909) 708-8781 - phone (909) 708-8754 - fax LMartinez@sb-court.org
DBH Program Fiscal Agent*	Kimberlee Van Department of Behavioral Health 303 E. Vanderbilt Way, Suite 400 San Bernardino, 92415 (909) 388-0809 - phone (909) 890-0458 - fax kimberlee.van@dbh.sbcounty.gov

Superior Court Fiscal Agent	Kristine Swensson Deputy Court Executive Officer, Finance and Public Affairs Superior Court of San Bernardino County Superior Court of California 247 W. 3rd Street, 11th Floor San Bernardino, 92415-0066 (909) 708-8780 - phone (909) 363-4008 - fax KSwensson@sb-court.org
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*County contact for questions regarding invoices.

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 Drug Court treatment.
- 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 even after the termination of the MOU.
- E. Superior Court shall obtain and complete 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 Drug 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 Drug Court referrals within a specified time frame of not later than 14 days of intake, make treatment recommendations based on outcome of the assessment and place Drug 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 Drug 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, DBH has implemented administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability 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 problem 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.

IX. FISCAL PROVISIONS

- A. The maximum amount of reimbursement under this MOU shall not exceed \$181,168 in accordance with the attached budget (Attachment A) and shall be subject to availability of funds to DBH. 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.
- B. This MOU is contingent upon sufficient funds being made available by Federal, State and/or County governments for the term of the agreement. In the event of a reduction of DBH's allocations of Federal, State or County funding for alcohol and/or drug programs and Drug 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
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- 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 of payments for billings submitted and for 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 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 in order to meet critical timelines. Consequently:
 - 1. April, May or June invoices may be requested on a monthly basis.
 - 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 Memorandum of Understanding (MOU) is effective as of April 1, 2020 and expires March 31, 2021 but may be terminated earlier in accordance with provisions of the EARLY TERMINATION section of this MOU. This MOU may be extended for one-year periods 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 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. Superior Court will only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Superior Court will 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 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. The parties waive the per capita risk allocation set forth in Government Code Section 895.6. Instead, they agree if one of them is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, the parties' respective pro-rata shares in satisfaction of the judgment will be determined by applying principles of comparative fault.
- 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 Protected Health

Information (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 personally identifiable information (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 in the course of 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, Contractor agrees to report to DBH no later than one (1) business day upon the discovery of a potential breach. Contractor 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 substance use disorder 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 fifteen (15) 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.

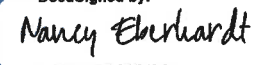
This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether 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 Agreement upon request.

COUNTY OF SAN BERNARDINO

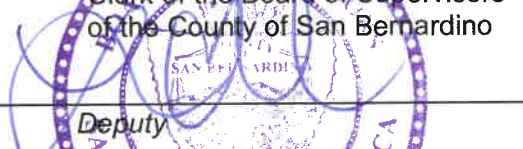

Curt Hagman, Chairman, Board of Supervisors

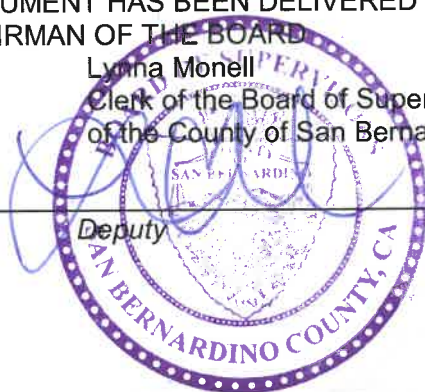
Dated: JUN 23 2020

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

DocuSigned by:

386A27E83B8E4E0
Nancy CS Eberhardt
Court Executive Officer
247 W. Third St., 11th Floor
San Bernardino, CA 92415-0302
Dated: 6/1/2020

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 the County of San Bernardino
By: 
Deputy



Superior Court MOU - Drug Court Budget
County of San Bernardino
DEPARTMENT OF BEHAVIORAL HEALTH
FY April 1, 2020 – June 30, 2020 (Planning Budget)

	Total Budget Expense
NON-TREATMENT RELATED EXPENSES	
Treatment Court Coordinator	\$32,557
Accounting Technician (15% of S&B)	\$3,734
Indirect Costs at current approved State rate (applied to Treatment Court Coordinator's S&B only)	\$5,194
Travel and Training	\$1,813
Supplies/Equipment (computer, phone, supplies, incentives, bus passes, graduation materials, in-house training materials, supplies and food, etc.)	\$1,993
Sub Total	\$45,291
Total Drug Court Program	\$45,291

Superior Court MOU - Drug Court Budget
County of San Bernardino
DEPARTMENT OF BEHAVIORAL HEALTH
FY 2020-2021 (Planning Budget)

	Total Budget Expense
NON-TREATMENT RELATED EXPENSES	
Treatment Court Coordinator	\$97,672
Accounting Technician (15% of S&B)	\$11,203
Indirect Cost at current approved State rate (applied to Treatment Court Coordinator's S&B only)	\$15,583
Travel and Training	\$5,440
Supplies/Equipment (computer, phone, supplies, incentives, bus passes, graduation materials, in-house training materials, supplies and food, etc.)	\$5,979
Sub Total	\$135,877
Total Drug Court Program	\$135,877