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**Contract Number**

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## Children and Family Services

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**WHEREAS**, County of San Bernardino Children and Family Services hereinafter referred to as “CFS”, desires to meet the service needs of children who have developmental disabilities and their families; and

**WHEREAS**, CFS finds County of San Bernardino Department of Behavioral Health, herein after referred to as “DBH”, qualified to provide mental health services to children with developmental disabilities; and

**WHEREAS**, CFS finds Inland Counties Regional Center, Inc., hereinafter referred to as “IRC”, qualified to provide services and resources to adults and children with developmental disabilities; and

**WHEREAS**, CFS desires such services be provided in collaboration with IRC and DBH and CFS agrees to perform these services as set forth below; and

**NOW THEREFORE**, CFS, DBH, and IRC (collectively, the “Parties”) mutually agree to the following terms and conditions:



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## I. DEFINITIONS

- A. Adjudicated – To settle or determine (an issue or dispute) judicially.
- B. Alternative Residential Model (ARM) Rate – The rate schedule determined by the California Department of Developmental Services (DDS) that applies to Regional Center facilities providing services to consumers.
- C. Assembly Bill (AB) 12, amended by AB 212 – California Fostering Connections to Success Act, provides for continued supportive services for Foster Care youth after reaching age 18. Youth benefitting under this Act are called Non-Minor Dependents (NMDs) (“young adults”).
- D. Assessment –
- CFS definition of Assessment – A safety and/or risk assessment of child(ren) and caregiver(s) regarding potential for abuse and/or neglect toward child(ren), including needs for services.
  - DBH definition of Assessment – A psychiatric assessment or psychological screening process of gathering information about a person within a mental health context.
  - IRC definition of Assessment – An evaluation of the consumer’s level of abilities, concerns and needs including planning steps of action and discussing potential services.
- E. Authorization for Release of Protected Health Information- 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.
- F. Case Plan – CFS court-ordered plan of action for parents to complete for the purposes of family reunification and/or maintenance.
- G. Children and Family Services (CFS) – The County department that administers programs designed to address child abuse and neglect issues in San Bernardino County. CFS provides family-centered programs and services designed to ensure safe, permanent, nurturing families for San Bernardino County’s children while strengthening and attempting to preserve the family unit. CFS provides support for families as it works toward the goal of reducing risks to children, improving parenting skills, and strengthening social support networks for families.
- H. Child and Family Team Meeting (CFTM) – A group that forms to meet the needs of an eligible child through whatever means possible. In order to ensure family and child voice, choice, and ownership of the individualized service plan, every effort shall be made to ensure family members and family representatives constitute a minimum of fifty percent (50%) of the CFTM. This team includes the child, parents, caregivers, relatives, County Social Worker, Probation Officer or Behavioral Health Clinician, and anyone else the family and child identified as a member.
- I. Client Recovery Plan (CRP) – A plan developed by DBH in collaboration with a client, which outlines the goals of specialty mental health services and the specific services to be provided.
- J. Collaboration – A process that involves exchanging information, aligning activities, sharing resources and enhancing the capacity of one another to achieve mutual benefits and a common purpose by sharing responsibilities, resources, risks, and rewards.
- K. Community Crisis Response Team (CCRT) – A specialty-trained mobile and all hours (24/7) unit providing crisis assessment and intervention for persons and their families who are experiencing a psychiatric crisis.
- L. County – County as used throughout this document, (including its possessive form, County’s) refers to the County of San Bernardino.

- M. Department of Behavioral Health (DBH) – The County department that provides mental health services to all eligible persons who meet medical necessity criteria defined in the California Code of Regulations Title IX, State Department of Mental Health.
- N. Dual Diagnosis – A court dependent child who is both developmentally disabled and is diagnosed with a mental health illness where the developmental disability is attributable to Intellectual Disability, Cerebral Palsy, Epilepsy, Autism, or disabling conditions found to be closely related to Intellectual Disability or to require treatment similar to that required for individuals with an Intellectual Disability.
- O. Extended Foster Care (EFC) – Under the California Fostering Connections to Success Act (2011), the County of San Bernardino will be providing extended foster care (EFC) benefits to foster youth who meet the eligibility criteria. The EFC Program allows all eligible foster youth to continue in foster care up to the age of 21 and to receive services and foster care benefits (Aid to Families with Dependent Children-Foster Care (AFDC-FC) payments). The young adults remain under the jurisdiction of the court, supervision of the county and must reside in eligible licensed or approved placements to receive AFDC-FC. These young adults are referred to as Non-Minor Dependents (NMD).
- P. Health Insurance Portability and Accountability Act (HIPPA) - 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.
- Q. Human Services (HS) – A system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- R. Individual Program Plan (IPP) – The Lanterman Developmental Disabilities Services Act requires that a person who receives services from IRC have an Individual Program Plan (IPP), focused on person-centered planning. Person-centered planning is about listening to consumers and their families, considering where they want to live; how they want to spend their day; who they want to spend time with; and, their hopes and dreams for their future. It is about supporting people in the choices they make about their life and giving people all the information they need to make those choices. The designated professional helps write the IPP, looks for services and supports when needed, and makes sure that the services that people get are the ones they need and want.
- S. Inland Counties Regional Center, Inc. (IRC) – A non-profit, private community-based agency that assists with providing services and supports for individuals with developmental disabilities throughout Riverside and San Bernardino Counties.
- T. Integrated Core Practice Model (ICPM) – An articulation of the shared values, core components, and standards of practice expected from those serving California's children, youth, and families. It sets out specific expectations for practice behaviors for staff in direct service as well as those who serve in supervisory and leadership roles in child welfare, juvenile probation, and behavioral health as they work together in integrated teams to assure effective service delivery for California's children, youth, and families. Additionally, the ICPM promotes a set of values, principles, and practices that is meant to be shared by all who seek to support children, youth, and families including tribal partners, education, other Health and Human Services Agencies, or community partners.
- U. Intensive Care Coordination (ICC) – A targeted case management service that facilitates assessment of, care planning for, and coordination of services to beneficiaries under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service.
- V. Non-Minor Dependent (NMD) – A NMD as described in Welfare and Institutions Code (WIC) 11400 (v) [Section 675(8)(B) of Title 42 of the United States Code under the Federal Social Security Act] is a current or former dependent child or ward of the juvenile court who satisfies all of the following criteria: has attained 18 years of age but is less than 21 years of age; is in foster care under the responsibility of the County Welfare Department (e.g., CFS) or County Probation

Department that entered into agreement pursuant to WIC Section 105531.1; and is participating in a transitional independent living case plan pursuant to Section 475(8) of the Federal Social Security Act (42 U.S.C. Sec. 675(9)), as contained in the Fostering Connections to Success and Increasing Adoptions Act of 2008 (Public Law 110-351).

- W. 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, County's billing and transactional database system number/medical record number, etc.).
- X. 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 (IIHI) 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.
- Y. Social Security Administration (SSA) – An independent agency of the federal government that administers SSI/SSP.
- Z. Supplemental Security Income (SSI) – A federal cash benefit program administered by the SSA under Title XVI of the Social Security Act.
- AA. Transitional Age Youth (TAY) – Young people between the ages of sixteen (16) and twenty (20) who are in transition from state custody or foster care and are at-risk. Once they turn twenty-one (21) they can no longer receive assistance from the systems of care that previously provided for many of their needs.
- BB. Transitional Independent Living Plan (TILP) – A plan developed with a child aged 15.5 years or older, who is preparing to leave foster care, sanctioned by the federal and state governments, designed to help the child live independently after foster care, and based on the individual needs outlined in the CFS case plan. The information must include the individual's choice of services, when each service will begin, who will provide each service and the date the goal will be achieved. The TILP must be written, developed and implemented in a manner that gives the eligible individual the opportunity to exercise informed choice consistent with his/her unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. Identified services must be needed to achieve the specific independent living goal. The TILP is reviewed every six (6) months to assess the individual's progress in achieving the identified independent living goal. CFS funds the TILP.

## **II. PURPOSE OF AGREEMENT**

To define roles and responsibilities of CFS, DBH, and IRC in an effort to provide support to children, youth, and NMDs and families who are identified as eligible for services from any combination of the three (3) agencies. The collaboration will help to ensure continuity of care, avoid duplication of efforts, while closing gaps in service plans. CFS, DBH and IRC will adhere to the ICPM when serving children, youth, NMDs, and families, by coordinating services, sharing information and decision-making, and engaging families.

## **III. IRC RESPONSIBILITIES**

IRC shall:

- A. Assess children and/or parents for IRC eligibility when referred by CFS.
- B. Provide resources that will assist CFS social workers in providing supportive services to families whose children are identified as eligible to receive services from IRC.

- C. Identify a management liaison to interact with CFS management regarding developmental disability, mental health, and placement issues for court dependent foster children, and supporting independence for NMDs.
- D. Provide assessment of children and implementation of supportive services to parents in order to support the placement of the child.
- E. Provide expertise and information on issues related to developmental disabilities within timeframes that adhere to the timelines that CFS must follow in regard to case planning for dependent children and NMDs.
- F. Collaborate with CFS on behalf of TAY, with the goal of ensuring a viable plan for transitioning into adulthood, as independently as possible, including, but not limited to, establishing SSI eligibility.
- G. Accept payee status, if appropriate, for TAY when he or she reaches eighteen (18) years old, if he or she has SSI and/or Medi-Cal.
- H. Participate in CFTMs on invitation and when possible. Request CFTMs as needed.

#### **IV. CFS RESPONSIBILITIES**

CFS shall:

- A. Refer appropriate children and/or parents suspected of having a developmental disability to IRC for assessment.
- B. Refer appropriate children and/or parents suspected of having mental health issues to DBH for assessment.
- C. Collaborate with IRC and DBH to assess children and NMDs for the most appropriate services.
- D. Collaborate with DBH and IRC through the CFS process whenever a dependent has DBH or IRC services.
- E. Identify a management liaison for each CFS region to interact with IRC and DBH management regarding developmental disability, mental health, and placement issues for dependent children and NMDs, as appropriate.
- F. Assist TAY in applying for SSI benefits as entitled and notify IRC of the approval or denial of the SSI benefits when notified by SSA.
- G. Provide appropriate specialized placement and arrange for foster care payment that may include IRC rates for dual agency children, including supplemental to the dual rate if the child has the need for extraordinary care and supervision. Facilitate SSI assessments for appropriate children.
- H. Arrange for appropriate Releases of Information/Consents as applicable.
- I. Refer children and youth to DBH for ICC.

#### **V. DBH RESPONSIBILITIES**

DBH shall:

- A. Obtain a valid Authorization for Release of PHI from DBH client prior to sharing any PHI with CFS or IRC and in the performance of required services.
- B. Pursuant to HIPAA, DBH has implemented administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI transmitted or maintained in any form or medium.
- C. Assess children and/or parents for DBH services as appropriate when referred by CFS or IRC.
- D. Identify a management liaison to interact with CFS and IRC management regarding developmental disability, mental health and placement issues for court dependent foster children and NMDs (young adults), as appropriate.
- E. Attend CFTMs when invited and as possible to consult on issues. Request CFTMs as needed.

- F. Collaborate on TAY with goal of assessing and providing mental health services.
- G. Arrange for appropriate authorizations to release protected health information prior to releasing information to IRC and/or CFS, unless otherwise permitted by state or federal law.
- H. Provide ICC, as appropriate. Children/youth who meet the criteria for ICC and are involved with two (2) or more child-serving systems should receive ICC.

## **VI. COLLABORATION PROCESSES, ROLES, AND RESPONSIBILITIES**

### **A. Client History**

1. CFS shall provide IRC and DBH staff with the child's medical and social history, when available, and with information regarding contact(s) with the family.
2. IRC and DBH staff shall provide CFS Social Worker(s) with a copy of evaluations and reports as requested.

### **B. Client Privacy**

1. CFS and DBH shall review applicable County policies, procedures, and/or requirements and assure any assigned staff required to perform services under this Agreement adhere to said policies, procedures, and requirements. This may include, but is not limited to policies, laws and regulations pertaining to protection of client privacy and appropriate safeguarding measures.
2. Should CFS or IRC require the need to obtain PHI of a DBH client, CFS or IRC must follow appropriate methods of obtaining authorization to access PHI. This includes through a valid court order or subpoena or a signed Authorization for Release of PHI (this form can be obtained by DBH and is located on the DBH website forms index).

### **C. Exchange of Agency Information – CFS, DBH, and IRC shall facilitate the exchange of agency information. Information necessary to the proper case management of the client will be shared between CFS and IRC as limited by state and federal constitutional principles and statutory authority. Liaisons:**

1. CFS shall name liaisons responsible for facilitating interactions with DBH and IRC, including dissemination of information regarding services, policies, and procedures through regularly scheduled meetings with DBH and IRC.
2. DBH shall name liaisons responsible for facilitating interactions with CFS and IRC, including dissemination of information regarding services, policies, and procedures through regularly scheduled meetings with CFS and IRC.
3. IRC shall name liaisons responsible for facilitating interactions with CFS and DBH including dissemination of information regarding services, policies, and procedures through regularly scheduled meetings with CFS and DBH.

### **D. Releases of Information and Medical Consents**

1. CFS shall arrange for appropriate releases of information and medical consents to be signed at the time of referral to IRC and/or DBH.
2. IRC shall provide CFS social worker(s) with a copy of IRC assessments and narratives detailing IRC/family contact and IRC quarterly reports, as necessary.
3. DBH shall arrange for appropriate authorizations to release PHI prior to releasing information to IRC and/or CFS, unless otherwise permitted by state or federal law.

### **E. Social Worker Intervention**

1. CFS Social Workers shall assist in referring families to IRC when individuals are suspected of having a developmental disability and the parents have failed to apply. Social Workers shall coordinate transportation or arrange with IRC to make a joint initial interview to explain available IRC services and the possible consequences of failure to utilize them.

2. DBH Clinicians will assist the CFS and IRC workers to provide appropriate assessments and/or interventions as sought by same.
3. IRC, upon referral by CFS Social Worker and the family, or DBH staff and the family, shall assign an Intake Counselor to make an initial interview to explain to the family available IRC services and the importance of intervention, as appropriate.

F. Assessment of Children and/or Parents

1. CFS shall be responsible for providing available diagnostic assessments to DBH and IRC as appropriate for the development of the IPP and the mental health treatment plan, including copy of the court ordered case plan referencing the section on “Children” to include Case Plan goal, and a statement regarding minute order on file declaring dependency status.
2. DBH shall be responsible for providing necessary mental health assessment and services.
3. IRC shall be responsible for providing or facilitating necessary psychological evaluation, medical evaluation, and/or social assessment for completion of IRC consumer’s data for the child, and/or the potentially developmentally delayed parent for the purpose of diagnosis, determination of eligibility as developmentally disabled, and the IPP.

G. Request for Assessment Plan/Information

CFS, DBH, and IRC, with written parental or court ordered authorization, shall request any relevant CFS, DBH, or IRC assessment plan for the purpose of developing and complying with a court ordered Case Plan for children and parents with developmental disabilities and/or mental health diagnosis.

H. Provision of Assessment Information – Timeframe

CFS, DBH, and IRC with written parental or court ordered authorization, shall provide any available relevant assessment information to each other within ninety (90) days of request. If a child has a previous case that has been inactivated due to the child leaving, and the child is still eligible for services, the assessment process timeframe may be shortened to thirty (30) days due to reactivation. For more critical cases, timeframes and deadlines will be discussed between liaisons at monthly meetings.

I. Funding for Services

1. CFS shall coordinate Aid to Families with Dependent Children – Foster Care (AFDC-FC) funding and Medi-Cal eligibility; pay foster care providers the IRC rate in State-licensed and approved homes as established by the California Department of Developmental Services for twenty-four (24) hours, out-of-home, non-medical care and supervision of this population; and pay for services outlined in the CFS case plan.
2. IRC shall pay for any services or costs that IRC authorizes for AFDC-FC recipients, which are not provided by generic agencies, and as identified on the IPP.
3. Upon request from CFS, IRC will provide the ARM rate for IRC vendored Community Care Licensed Facilities and Foster Family Agency certified homes. IRC will provide verification letter to CFS for clients in non-vendored placement.

J. IPP for Children – IRC shall arrange to meet with CFS to coordinate an IPP for the child, his or her family, or the residential services provider. The IPP will generally be completed within ninety (90) days. See section on Expedited Services.

K. TILPs – CFS shall arrange to meet during CFTMs with the child, IRC and DBH staff to coordinate a TILP component for the CFS case plan for all children 15.5 years of age or older, including NMDs (young adults).

L. Identification of Resources

CFS, IRC and DBH shall assist in the identification of resources that may facilitate the implementation of the IRC IPP and CFS Case Plan.

M. Placement Coordination

1. CFS shall coordinate court ordered placements with IRC for children who have been identified as IRC consumers and who are in need of out-of-home services.
2. IRC shall be responsible for identifying an appropriate placement and establishing the rate for its child consumers requiring out-of-home care in coordination with CFS.
3. IRC shall coordinate with CFS to identify an appropriate placement to facilitate a youth's transition from court dependent to an IRC adult consumer. IRC will also provide the placement option with the referral packet.
4. DBH will provide or facilitate mental health services for eligible consumers.

N. Case Management Services

1. CFS shall provide case management services as required by the CFS case plan (e.g. face-to-face contacts, transportation to appointments, gas scrip, bus passes). CFS shall also continue to process the case through the Juvenile court system as necessary and as required by law.
2. DBH shall provide targeted case management services as medically necessary and shall coordinate these efforts with the CFS Social Worker.
3. IRC shall provide case management services outlined in the IPP. IRC shall also continue to provide ongoing case management services as specified in the child's IPP.

O. Emergency Response – CFS shall provide to IRC the Child and Adult Abuse Hotline (CAAHL) phone number (24 hours / 7 days per week): 1 (800) 827-8724 or (909) 384-9233.

1. After regular business hours and CAAHL swing shift, the After Hours Hotline Supervisor (AHHS) will screen the call and determine the actions required, such as sending out a Social Worker on an emergency or taking the report.
2. IRC shall provide to CFS access to an emergency phone number (24 hours/7 days per week); (909) 890-3000 or (909) 820-3900 after regular business hours. The IRC worker may be requested to provide assistance with urgent placement transition assistance in identifying the emergency placement and assistance in providing information about a previously identified IRC consumer (parent or child).
3. DBH shall provide to CFS access to the Community Crisis Response Team (CCRT) and Crisis Stabilization Units (CSUs).

P. Client Contacts

1. CFS shall document contacts with families; seek signature of IRC worker as appropriate; and, provide information to IRC's Children's Liaison.
2. DBH shall, with appropriate releases, provide information to CFS and IRC Liaisons regarding contacts.
3. IRC shall make contacts with families per the IPP; sign service agreement with CFS as appropriate; review records of shared consumers/clients in placement; provide information to CFS Children's Liaisons.
4. CFS and IRC workers shall arrange for joint visits when a child is in placement.

Q. Requests for Expedited Evaluation

1. CFS shall take the following actions, as appropriate:
  - Refer children for an expedited evaluation by IRC when a child is taken into custody who is suspected of having a developmental disability and whose needs cannot be met in foster care.

- Refer children for an expedited evaluation by IRC when a child is not taken into custody, and the child and/or the parents are suspected of having a developmental disability and the child is at risk of abuse and/or neglect.
  - Make every effort to accept children for expedited evaluation/intervention for children reported by IRC for suspected abuse, neglect, or abandonment.
2. DBH shall make every effort to conduct an expedited evaluation when a child is taken into custody who is suspected of having a mental health diagnosis when referred by CFS; or not taken into custody, but the child and/or parents are suspected of having a mental health diagnosis and the child is at risk of abuse and/or neglect.
  3. IRC shall make every effort to accept children for expedited evaluation when a child is taken into custody who is suspected of having a developmental disability; or not taken into custody but the child and/or parents are suspected of having a developmental disability and the child is at risk of abuse and/or neglect.

R. Requests for Expedited Services

Children may be identified who are suspected of having a developmental disability or mental health diagnosis. Because of their circumstances, they may be in serious and immediate need of an assessment and IRC and/or DBH services.

Identification and Referral

1. CFS shall take the following actions, as appropriate:
  - Refer a child to DBH and/or IRC when identified as possibly developmentally disabled and/or have a mental health diagnosis. The referral should include a release from the parent(s) or the court specifying that the child be in need of an expedited evaluation.
  - Respond to referrals upon receipt of the report of suspected abuse, neglect, or abandonment, and determine whether further assessment of the referral is needed within ten (10) calendar days of receiving the referral.
2. IRC shall take the following actions, as appropriate:
  - Make every effort to schedule a social assessment/interview within thirty (30) calendar days and provide a referral for placement as soon as eligibility is established.
  - Refer a child to CFS when the child is suspected of being at risk of abuse or neglect and/or does not have a parent or legal guardian to act appropriately on his or her behalf.
3. DBH shall make every effort to conduct an expedited assessment and/or provide services when a child is taken into custody who is suspected of having a mental health diagnosis when referred by CFS or IRC; or not taken into custody, but the child and/or parents are suspected of having a mental health diagnosis and the child is at risk of abuse and/or neglect.

S. Integrated Core Practice Model

CFS, DBH, and IRC agree to follow the ICPM in order to improve delivery of timely, effective, and integrated services to children, youth, NMDs, and families.

## VII. MUTUAL RESPONSIBILITIES

- A. CFS, DBH, and IRC 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 Memorandum of Understanding (MOU); and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.

- B. CFS, DBH, and IRC 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 CFS, DBH, and IRC mutual chains of command, as deemed necessary.
- C. CFS, DBH, and IRC agree to develop and implement procedures and forms necessary to administer and document program referral, participation, compliance and effectiveness.
- D. CFS, DBH, and IRC agree to develop procedures for resolving grievances including the specific steps a client must follow, and the time limits for resolution.
- E. CFS, DBH, and IRC agree to meet regularly to review mutual cases.
- F. CFS and IRC will jointly assess IRC consumers who are minor dependents turning age eighteen (18) who may qualify for EFC; to determine which agency would better meet their needs into adulthood. DBH will be consulted as necessary.
- G. CFS, DBH, and IRC 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 participants. CFS, DBH, and IRC shall not use or disclose any identifying information for any other purpose other than carrying out CFS, DBH, and IRC's obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of this MOU.
- H. Privacy and Security
  - 1. To the extent required by law and/or County policy, CFS, DBH, and IRC 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. DBH has a specific responsibility to comply with all applicable State and Federal regulations pertaining to privacy and security of client PHI and strictly maintain the confidentiality of behavioral health records, and CFS and IRC shall assist DBH in upholding said confidentiality by applying safeguards as discussed herein. 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 requires, to the extent required by law, CFS and IRC to adhere to the protection of PII and Medi-Cal PII. Medi-Cal PII is 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, or Disclosure of PHI and PII

To the extent required by law, upon discovery of any unauthorized use, access, or disclosure of PHI or PII, CFS and IRC agrees to report to DBH no later than one (1) business day following the discovery of a potential breach. CFS and IRC shall cooperate with and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.
  - 4. CFS and IRC shall ensure any DBH client PHI that is stored on its premises will be secured in adherence to IIHI and PHI privacy requirements.
  - 5. Non-County Entities

Non-County entities shall ensure that all staff, volunteers, and/or subcontractors performing services under this MOU comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.

    - a. Read, understand and comply with the Privacy and Security Requirements Summary.

- b. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
- c. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
- d. Report actual, suspected, or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail to the following: [HSPrivacySecurityOfficer@hss.sbcounty.gov](mailto:HSPrivacySecurityOfficer@hss.sbcounty.gov).

## **VIII. FISCAL PROVISIONS**

There shall be no financial remuneration to or from any party for any services provided under this MOU.

## **IX. RIGHT TO MONITOR AND AUDIT**

- A. HS administrative support staff for CFS and DBH, 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 IRC in the delivery of services provided under this MOU. Full cooperation shall be given by IRC in any auditing or monitoring conducted.
- B. IRC shall cooperate with CFS and 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 HS administrative support staff for CFS, DBH Fiscal Services staff, federal and state representatives for a period of three (3) years after termination of the MOU or until all pending county, state, and federal audits are completed, whichever is later. Records of IRC and DBH which do not pertain to the services under this MOU shall not be subject to review or audit unless provided in this or another agreement. Technical program data shall be retained locally and made available upon CFS's reasonable advance written notice or turned over to CFS.
- D. IRC shall provide all reasonable facilities and assistance for the safety and convenience of CFS's and 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 IRC.

## **X. TERM**

This MOU is effective as of October 7, 2020 and expires April 30, 2025, but may be terminated earlier in accordance with provisions of Section XI of this MOU.

## **XI. EARLY TERMINATION**

- A. This MOU may be terminated without cause upon thirty (30) days written notice by any party. The CFS Director, or his/her appointed designee is authorized to exercise CFS's rights with respect to any termination of this MOU. The DBH Director, or his/her appointed designee, has authority to terminate this MOU on behalf of DBH. The IRC Executive Director, or his/her appointed designee, has authority to terminate this MOU on behalf of IRC.
- B. This MOU may be terminated at any time without thirty (30) days notice by the mutual agreement of all parties.

## **XII. 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 all Parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

**XIII. CONCLUSION**

- A. This MOU, consisting of fifteen (15) pages is the full and complete agreement describing services to be rendered by CFS, DBH, and IRC 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/agencies to the terms and conditions set forth in this MOU.
- C. 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: \_\_\_\_\_

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

INLAND COUNTIES REGIONAL CENTER, INC

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

By ►

(Authorized signature – sign in blue ink)

Lavinia Johnson

(Print or type name of person signing contract)

Executive Director/CEO

(Print or Type)

Dated: \_\_\_\_\_

1365 S. Waterman Avenue

San Bernardino, CA 92408

Approved as to Legal Form

►  
Michael Markel, Principal  
Assistant County Counsel

Date \_\_\_\_\_

Reviewed for Contract  
Compliance

►  
Jennifer Mulhall-Daudel, HS  
Contracts Unit

Date \_\_\_\_\_

Reviewed/Approved by  
Department

►  
Marlene Hagen, Director

Date \_\_\_\_\_

Reviewed/Approved by  
Department

►  
Veronica Kelley, Director

Date \_\_\_\_\_