

**MEMORANDUM OF UNDERSTANDING
Between**

**County of San Bernardino Department of Behavioral Health
and
Desert/Mountain Special Education Local Plan Area**

**for
Reimbursement for Realignment portion of Early Periodic Screening Diagnosis and Treatment
(EPSDT) Specialty Mental Health Services provided by Desert Mountain Children's Center**

August 23, 2016 - June 30, 2017

WHEREAS, The Department of Behavioral Health, hereinafter referred to as "DBH", a department of the County of San Bernardino, and Desert/Mountain Special Education Local Plan Area, hereinafter referred to as "D/M SELPA", a public entity, desire to coordinate in support of Desert Mountain Children's Center (DMCC) provision of Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Medi-Cal Specialty Mental Health Services through the 0-5 Comprehensive Treatment Services (0-5 CTS), Children's Intensive Services (CIS) and School-Aged Treatment Services (SATS) programs; and

WHEREAS, DBH has been allocated funds by D/M SELPA to provide such services; and,

WHEREAS, DBH finds DMCC qualified to provide EPSDT Medi-Cal Specialty Mental Health Services; and,

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

NOW THEREFORE, DBH and D/M SELPA mutually agree to the following terms and conditions:

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I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to facilitate the provision of non-federal funds by D/M SELPA to DBH to be used as the local match portion of the costs for EPSDT Medi-Cal Specialty Mental Health Services to eligible children and youth, under age twenty-one (21), who are enrolled in participating Local Education Agencies (LEAs). These services will be provided by DMCC and D/M SELPA will reimburse DBH for fiscal year 2016-17, up to one million six-hundred twenty-one thousand one-hundred thirteen (\$1,621,113) of the agency match in order to augment these services.

II. D/M SELPA GENERAL RESPONSIBILITIES

- A. Reimburse DBH, as invoiced, for D/M SELPA match portion.
- B. Without the prior written consent of DBH, this MOU is not assignable by D/M SELPA either in whole or in part.
- C. D/M SELPA will maintain all records and books pertaining to the delivery of funds under this MOU. Such records shall be kept and maintained within D/M SELPA. DBH shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
- D. D/M SELPA 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. D/M SELPA shall not use or disclose any identifying information for any other purpose other than carrying out the D/M SELPA'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.

III. DBH GENERAL RESPONSIBILITIES

- A. Invoice D/M SELPA quarterly for D/M SELPA match reimbursement.
- B. Provide D/M SELPA with a summary of the number and cost of services upon which the match is calculated and the current match percentage.
- C. Monitor DMCC's service provision for EPSDT Medi-Cal Specialty Mental Health Services through the 0-5 CTS as specified in Contract No. 13-564 and the CIS and SATS program as specified in Contract No. 13-494.

IV. MUTUAL RESPONSIBILITIES

- A. Neither DBH nor DMCC can provide the status or outcome of services to any child or youth unless there is written authorization from the child, youth or applicable parent/guardian to provide information to D/M SELPA. This provision will remain in force even after the termination of the MOU.
- B. Should D/M SELPA find the need to obtain protected health information about a minor or youth, D/M SELPA shall request the minor/youth or the applicable parent/guardian to complete an appropriate authorization to release PHI form prior to any discussion or release regarding minor diagnosis, treatment or outcomes. The form must state DBH or DMCC can share the minor/youth's protected health information with D/M SELPA.

- C. DBH and D/M SELPA shall protect from unauthorized use or disclosure names and other identifying information concerning minors or youths receiving services pursuant to this MOU, except for statistical information not identifying any minor or youth. DBH, DMCC and D/M SELPA shall not use or disclose any identifying information for any other purpose other than carrying out the obligations under this MOU, except as may be otherwise required or allowed by law. The provision will remain in force even after the termination of the MOU.
- D. DBH and D/M SELPA agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through DBH and D/M SELPA's mutual chain of command, as deemed necessary.

V. FISCAL PROVISIONS

- A. The maximum amount reimbursed to DBH under this MOU shall not exceed one million six-hundred twenty-one thousand one-hundred thirteen (\$1,621,113) for fiscal year 2016-17. The consideration to be paid to DBH, as provided herein, shall be in full payment for all DMCC's services and expenses incurred in the DMCC's performance of EPSDT Medi-Cal Specialty Mental Health Services through the 0-5 CCS, CIS, and SATS programs pursuant to Contract Nos. 13-564 and 13-494.
- B. D/M SELPA shall reimburse DBH quarterly for D/M SELPA match portion of EPSDT Medi-Cal payments made to DMCC for the provision of EPSDT Medi-Cal services.
- C. DBH will receive and pay DMCC invoices as agreed in Contract Nos. 13-564 and 13-494. DBH will then submit an invoice to D/M SELPA for reimbursement of the D/M SELPA match portion of DMCC's EPSDT Medi-Cal Specialty Mental Health Services. D/M SELPA shall reimburse DBH for the local match funding portion of EPSDT Specialty Mental Health Services provided through 0-5 CTS, CIS and SATS once DBH meets its local match funding requirement.
- D. Payment for invoices shall occur on a quarterly basis for approved EPSDT Medi-Cal services. D/M SELPA shall submit payment for invoices received from DBH, within ten (10) days of receipt. Payments shall be sent to:

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

- E. If payment is not received by DBH within fifteen (15) days after invoicing, future payments to DMCC for EPSDT Medi-Cal services, Contract Nos. 13-564 and 13-494, will be withheld.
- F. The invoice provided to D/M SELPA from DBH shall be submitted in an approved format and shall include a breakdown for the period of service. The breakdown shall consist of the following:
 - 1) Period covered (Example: July 1 through July 31, 2016).
 - 2) Explanation of services rendered by DMCC.
 - 3) Provide D/M SELPA with a summary of the number and cost of services upon which the match is calculated and the current match percentage.

- F. Reimbursements from D/M SELPA will only be accepted for match obligations incurred during the term of this MOU except as approved in writing by the Director of DBH.
- G. Funds reimbursed to DBH under this MOU shall not supplant any federal, state or any governmental funds intended for services of the same nature as this MOU.
- H. D/M SELPA will provide DBH with a Letter of Certified Public Expenditure and will clearly identify the source of the funds used as match for Medi-Cal reimbursement. No federal funds will be used for this purpose.

VI. RIGHT TO MONITOR AND AUDIT

- A. DBH staff or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested. Full cooperation shall be given by D/M SELPA in any auditing or monitoring conducted.
- B. D/M SELPA shall cooperate with DBH in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- C. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by DBH Fiscal Services staff for DBH, Federal and State representatives for a period of at least three (3) years from the date of final payment, final settlement, under the MOU or until all pending County, State and Federal audits are resolved, whichever is later. Records of D/M SELPA which do not pertain to the services under this MOU shall not be subject to review or audit unless otherwise provided in this MOU. Technical program data shall be retained locally and made available upon DBH's reasonable advance written notice or turned over to DBH.
- D. D/M SELPA 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 D/M SELPA.

VII. TERM

This MOU is effective as of August 23, 2016 and expires June 30, 2017, but may be terminated earlier in accordance with provisions of Section VIII of this MOU. The MOU may be extended for one-year periods upon written agreement of both parties, unless terminated earlier under the provisions of Section VIII.

VIII. EARLY TERMINATION

- A. This MOU may be terminated with or without cause upon thirty (30) days written notice by either party. DBH's Director is authorized to exercise DBH's rights with respect to any termination of this MOU. The D/M SELPA CEO/Chairperson, or his/her appointed designee, has authority to terminate this MOU on behalf of D/M SELPA.

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

IX. 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 amendments, 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. Privacy and Security
 - 1. Contractor shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and Welfare and Institutions Code Section 5328. 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). Contractor shall not use or disclose PHI other than as permitted or required by law.
 - 2. In addition to the aforementioned protection of IIHI, PHI and e-PHI, County requires Contractor to 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 or verifying eligibility that can be used alone or in conjunction with any other information to identify an individual.
 - 3. Contractor shall comply with the HIPAA Privacy and Security Rules, which includes but is not limited to implementing administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of PHI; implementing reasonable and appropriate policies and procedures to comply with the standards; conducting a risk analysis regarding the potential risks and vulnerabilities of the confidentiality, integrity and availability of PHI; conducting privacy and security awareness and training at least annually and retain training records for six (6) years; and limiting access to those persons who have a business need.
 - 4. Contractor shall comply with the applicable provisions of 42 C.F.R. Sections 455.100 through 455.106.

D. Indemnification

D/M SELPA agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from D/M SELPA acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

X. CONCLUSION

- A. This MOU, consisting of eight (8) pages, is the full and complete document describing reimbursement of funds, in relation to Contract Nos. 13-564 and 13-494 with DMCC, to be rendered by D/M SELPA 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.

COUNTY OF SAN BERNARDINO
Department of Behavioral Health

DESERT/MOUNTAIN
Special Education Local Plan Area

Name: CaSonya Thomas
Title: Director
Address: 303 E. Vanderbilt Way
San Bernardino, CA 92415

Name: Jenae Holtz
Title: CEO/Chairperson
Address: 17800 Highway 18
Apple Valley, CA
92307

Date: _____

Date: _____

COUNTY OF SAN BERNARDINO



James Ramos, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____