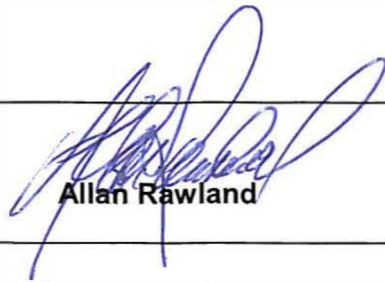


**County of San Bernardino
Department of Behavioral Health**

Veterans Services Policy

Effective Date 12/4/07
Approval Date 6/17/08



Allan Rawland

Policy It is the policy of the Department of Behavioral Health (DBH) to provide veterans, who are in need of mental health and substance abuse services *and* meet medical necessity qualifications, with services that are effective, efficient, and culturally based, to assist them to function within their family and the community. Veterans shall be provided with the information necessary to obtain veterans benefits, if eligible.

Purpose To ensure mental health and substance abuse services for veterans are provided in accordance with State and Federal regulations.

Memorandum of Understanding As a result of Assembly Bill 599, Chapter 221 and Assembly Bill 2844, Chapter 618, which amended WIC, Section 5600.3, the DBH and the County Department of Veterans Affairs, entered into a Memorandum of Understanding (MOU) for Veterans Mental Health Services on September 1, 2007 (See Attachment 1). The MOU exists as a non-financial agreement to ensure mental health services and substance abuse services are efficiently provided to veterans within the County of San Bernardino. If a veteran is in need of mental health services or substance abuse services, and is not eligible for United States Department of Veterans Affairs (USDVA) or other federal healthcare provider benefits, the DBH and DVA shall work together to carryout services.

The goal of the MOU is to ensure veterans are receiving the mental and substance abuse health care they require, and they are assisted in obtaining the services and benefits available to them. This includes USDVA benefits or other federal healthcare benefits, if eligible.

The DBH and DVA shall meet quarterly to administratively monitor and review the services provided under this MOU.

Continued on next page

**County of San Bernardino
Department of Behavioral Health**

Veterans Services Policy, Continued

**DBH
Requirements**

The following are the requirements of the DBH under the MOU with DVA:

- Verify veteran status and benefit eligibility with the DVA (if DVA indicates the veteran qualifies for Veteran Hospital services (USDVA), DBH and DVA shall work together to ensure the veteran utilizes those services; if medical necessity is met, services at DBH shall continue until proper benefit linkage occurs)
- Be responsible over the performance of contract agencies dealing with matters pertaining to the delivery of services to veterans
- Maintain all records pertaining to the delivery of services under the MOU and demonstrate accountability for MOU compliance
- Adhere to established patients rights, grievance, and HIPAA policies and procedures

Note: The DVA Human Services Administrative support staff has the right to examine and inspect records pertaining to the delivery of services under the MOU, upon reasonable notice and during reasonable business hours.

Important: Please see [Veterans Services Procedure](#) for instructional information.

**Contract
Agencies**

All DBH contract agencies are subject to the same provisions under the MOU as DBH, as well as additional provisions (See [Attachment A](#)).

References

- Department of Behavioral Health and Department of Veterans Affairs. 2007. *Memorandum of Understanding for Veterans Mental Health Services*.
 - Welfare and Institution Code, Chapter 9, §5600.3
-

MEMORANDUM OF UNDERSTANDING
between
Department of Veterans Affairs
and
Department of Behavioral Health
for
Veterans Mental Health Services

September 1, 2007

WHEREAS, The Department of Veterans Affairs (DVA) desires, as required by Assembly Bill 599 and Assembly Bill 2844, that mental health services be provided to Veterans who may or may not be eligible for care through the United States Department of Veterans Affairs (USDVA) or other federal healthcare providers; and

WHEREAS, The Department of Behavioral Health (DBH) provides individuals with mental health and substance abuse issues with effective, efficient, and culturally based services to help them function within their families and communities; and

WHEREAS, DVA finds DBH qualified to provide the required mental health services to Veterans; and

WHEREAS, DVA desires to enter into a non-financial agreement with DBH to provide such services and DBH agrees to perform these services as set forth below;

NOW THEREFORE, DVA and DBH mutually agree to the following terms and conditions:

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ATTACHMENT A – HIPAA BUSINESS ASSOCIATE AGREEMENT

I. DEFINITIONS

- A. Assembly Bill 599 Chapter 221, Statutes of 2005 – provides that California veterans who are in need of mental health services and who are not eligible for care by the United States Department of Veteran's Affairs (USDVA) or other federal healthcare provider will be eligible to receive County mental health services. Veterans who are eligible for veterans services benefits but need mental health services not available through the USDVA or other federal healthcare provider, or whose eligibility determination is pending, will also be eligible to receive County mental health services if they meet the criteria for seriously mentally ill persons.
- B. Assembly Bill 2844 Chapter 618, Statutes of 2006- further refines the counties' obligations to veterans regarding mental health services by once again amending Section 5600.3 of the Welfare and Institutions Code. AB 2844 clarifies that California veterans who meet established criteria and are seriously mentally ill shall be provided services to the extent resources are available.
- C. Department of Behavioral Health (DBH) – County of San Bernardino Department tasked with providing individuals with issues of mental health and substance abuse solutions to challenges they face so they may function within their families and community by providing effective, efficient, and culturally based services.
- D. Department of Veterans Affairs (DVA) – County of San Bernardino Department tasked with providing claims assistance, case management, and advocacy for veterans and their families. DVA helps veterans identify, claim, and receive a wide range of services and benefits, such as homeless services, healthcare, employment referrals, rehabilitation, disability compensation, and death benefits.
- E. MOU - Memorandum of Understanding

II. DBH SERVICE RESPONSIBILITIES

DBH outpatient staff shall determine if the client is receiving veterans' benefits. If the client states he/she is receiving benefits or claims to have served in the military, staff shall:

- A. Complete a Request for Verification of Veterans Eligibility for Counseling and Guidance Services Confidential fax form containing the following information:
 - 1. Name of the client
 - 2. Date of birth
 - 3. Social Security Number
 - 4. Date of entry
 - 5. Date of discharge
 - 6. Branch of Service
 - 7. Military Serial Number (if different from Social Security Number)
 - 8. Veterans Affairs (VA) Claim Number
 - 9. If urgent response is required, staff shall state so in the Comments section.
 - 10. Signature of client authorizing DBH to release information to the DVA and the USDVA for the purpose of identifying or obtaining veterans benefits and to authorize DVA and USDVA to release their findings to DBH.
- B. Fax the referral form to the DVA, at the current fax number, for verification.
- C. Contact the DVA office by telephone after faxing the Request Form for all clients requiring an urgent response. All individuals who present themselves for emergency mental health services shall be provided appropriate emergency assessment and crisis stabilization services.

- D. A referral to DVA will not preclude DBH from providing necessary urgent treatment to a client.
- E. Offer County mental health services to any client meeting the eligibility criteria for seriously mentally ill persons who is receiving veterans' benefits but needs mental health services not offered by USDVA or federal healthcare provider.
- F. Offer County mental health services to the client meeting the eligibility criteria for seriously mentally ill persons while eligibility for veterans' services is pending. These services will continue until the veterans benefit determination is completed and proper linkages occur.

III. DBH GENERAL RESPONSIBILITIES

- A. Without the prior written consent of DVA, this Memorandum of Understanding (MOU) is not assignable by DBH either in whole or in part.
- B. DBH understands any subcontractor shall be subject to the same provisions as DBH in addition to all MOU provisions as required by DVA. DBH shall be fully responsible for the performance of any subcontractor.
- C. DBH shall 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 DBH. HS administrative support staff for DVA shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
- D. DBH shall adhere to established patient rights and grievance procedures with regard to client satisfaction. DBH shall provide a system through which recipients of service will have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all clients.
- E. DBH 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. DBH shall not use or disclose any identifying information for any other purpose other than carrying out as 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.
- F. DBH shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for any position in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.
- G. DBH shall obtain and complete required documents as well as maintain satisfactory performance as outlined herein for the period of this MOU defined in Section VII.

IV. DVA RESPONSIBILITIES

- A. DVA shall receive the Request for Verification of Veterans Eligibility to Counseling and Guidance Services fax form verifying client's eligibility or ineligibility for veterans services and mail or fax findings to DBH.
- B. DVA shall respond to the Request for Verification of Veterans Eligibility for Counseling and Guidance Services fax form within two to three business days upon receipt of the fax request.

- C. DVA shall respond to the Request for Verification of Veterans Eligibility for Counseling and Guidance Services fax form urgent requests the next business day upon receipt of the fax request.
- D. DVA shall make referrals for benefit determination for an individual upon verification of eligibility status for veterans' services and assist individuals with setting up appointments for evaluation of services, as required.
- E. DVA shall provide DBH with a report of all Requests for Verifications of Veterans Eligibility to Counseling and Guidance Services received upon request from DBH.

V. MUTUAL RESPONSIBILITIES

- A. DVA and DBH 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. DVA and DBH 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 DVA and DBH's mutual chain of command, as deemed necessary.
- C. DVA and DBH agree to develop and implement procedures and forms necessary to administer and document program referral, participation, compliance and effectiveness.
- D. DVA and DBH agree to develop procedures for resolving grievances including the specific steps a client must follow, and the time limits for resolution.
- E. DVA and DBH agree to establish quarterly administrative monitoring meetings to review the services provided under this MOU.

VI. FISCAL PROVISIONS

There shall be no financial remuneration for any services provided under this MOU.

VII. TERM

This MOU is effective as of September 1, 2007 and shall remain in effect until terminated by either party in accordance with provisions of Section VIII of this MOU.

VIII. TERMINATION

This MOU may be terminated without cause upon thirty (30) days written notice by either party. The DVA Director is authorized to exercise DVA'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.

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 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. As Departments of San Bernardino County, DVA and DBH are self-insured under the laws of the State of California, and all DVA and DBH employees performing services covered under this agreement are County employees.
- D. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, DVA shall comply with the terms and conditions as set forth in the attached Business Associate Agreement (Attachment A), hereby incorporated by this reference, wherein DVA is referred to as "Contractor".

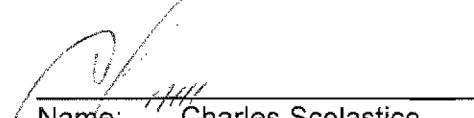
X. CONCLUSION

- A. This MOU, consisting of six (6) pages and Attachment A, is the full and complete document describing services to be rendered by DBH to DVA 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.

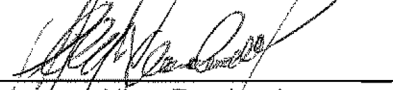
COUNTY OF SAN BERNARDINO
DEPARTMENT OF VETERANS AFFAIRS


 Name: Bill J. Moseley
 Title: Director
 Address: 175 West Fifth Street
 San Bernardino, CA
 Date: 8-30-07

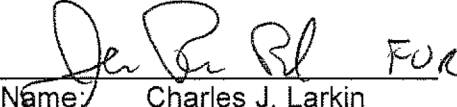
APPROVED AS TO LEGAL FORM:


 Name: Charles Scolastico
 Title: Deputy County Counsel
 Address: 385 N. Arrowhead Ave.
 San Bernardino, CA
 Date: 8-30-07

COUNTY OF SAN BERNARDINO
DEPARTMENT OF BEHAVIORAL HEALTH


 Name: Allan Rawland
 Title: Director
 Address: 268 W. Hospitality Lane, Suite 400.
 San Bernardino, CA
 Date: 8-30-07

APPROVED AS TO LEGAL FORM:


 Name: Charles J. Larkin
 Title: Deputy County Counsel
 Address: 385 N. Arrowhead Ave.
 San Bernardino, CA
 Date: 8/30/07

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy and Security Rules.

I. Obligations and Activities of Business Associate.

- a. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law. Business Associate shall disclose to its employees, subcontractors, agents or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- b. Business Associate shall implement administrative, physical, and technical safeguards to:
 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- c. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement and/or any security incident with respect to Protected Health Information of which it becomes aware.
- e. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- g. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- h. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- i. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

- j. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity], information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- k. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

II. Specific Use and Disclosure Provisions.

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- a. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- b. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- c. Regulatory References. A reference in this Agreement to a section in the Privacy or Security Rules means the section as in effect or as amended.

- d. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- e. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.