

GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HEALTH
SAN JUAN, PUERTO RICO

INTERAGENCY AGREEMENT¹
BETWEEN THE DEPARTMENT OF HEALTH, THE DEPARTMENT OF EDUCATION, AND THE
DEPARTMENT OF FAMILY AFFAIRS

**INTERAGENCY COLLABORATIVE AGREEMENT TO FACILITATE COMPLIANCE WITH THE JOINT
COMPLIANCE ACTION PLAN IN CASE UNITED STATES V. COMMONWEALTH OF PUERTO RICO,
ET AL., 99-1435 (GAG/MEL)**

APPEAR

FOR THE FIRST PART: The **DEPARTMENT OF HEALTH**, represented by the Secretary of Health, Honorable Rafael Rodríguez Mercado, MD, FAANS, FACS, of legal age, married, physician, and resident of Guaynabo, Puerto Rico, or represented by the Undersecretary of Health, Dr. Concepción Quiñones De Longo, MD, of legal age, married, and resident of Guaynabo, Puerto Rico, who appears in representation of the Secretary of Health, and is authorized to sign this Interagency Agreement by virtue of the delegation made by the Secretary in communications dated January 3 and 18, 2017, pursuant to Act No. 81 of March 14, 1912, as amended, hereinafter referred to as “**HEALTH**”.

FOR THE SECOND PART: The **ASSOCIATED SECRETARIAT OF SPECIAL EDUCATION OF THE DEPARTMENT OF EDUCATION**, who appears by virtue of Act 149-1999, also known as “The Organic Act of the Puerto Rico Department of Education”, and Act 51 of June 7, 1996, as amended, also known as “Integrated Educational Services Act for People with Disabilities” represented in this act by its Associated Secretary, Eliezer Ramos Parés, Esq., of legal age, married, and resident of San Juan, Puerto Rico, hereinafter referred to as “**EDUCATION**”.

FOR THE THIRD PART: The **DEPARTMENT OF FAMILY AFFAIRS**, represented by its Secretary, Glorimar de L. Andújar Matos, of legal age, married, and resident of Trujillo Alto, Puerto Rico, authorized by virtue of Article 9, Section 211-H (3 LPRA) of Act Number 171 of June 30, 1968, as amended, and the Reorganization Plan No. 1 of July 28, 1995, which creates the Department of Family, hereinafter referred to as “**FAMILY**”.

¹ This Interagency Agreement is entered into in accordance with Section 305 of the federal law known as the “Puerto Rico Oversight, Management and Economic Stability Act” (“PROMESA” by its English acronym) 48 U.S.C. §§ 2101 et. seq.

SET FORTH

WHEREAS: In 1999, the Department of Justice of the United States of America (USDOJ) filed a civil lawsuit against the Government of Puerto Rico before the Federal Court for the District of Puerto Rico alleging violations of civil rights recognized by the Federal Law "Civil Rights of Institutionalized Persons Act (CRIPA), 42 U.S.C. 1997^a et seq., of the population of people with intellectual disabilities who resided in the Residential Centers of the Division of Services for People with Intellectual Disabilities (hereinafter "DSPDI"), ascribed to the Department of Health.² This case is identified, according to its epigraph, as United States v. Commonwealth of P.R. et al. Civil Federal 99-cv-1435 (GAG-MEL).

WHEREAS: In the interest of immediately correcting the deficient conditions and practices in the Division's Residential Centers, the parties to the lawsuit established the following agreements: Interim Settlement Agreement (ISA), in 1999; Supplemental Interim Settlement Agreement (SISA), in 2000; Community-Based Service Plan (CBSP) in 2001; and the Joint Compliance Action Plan (JCAP), in 2011. The JCAP collects all the previous agreements and identifies six categories of compliance areas necessary to end the lawsuit. These are:

1. Community Placement from Institutions;
2. Provider Capacity Expansion in the community;
3. Integrated Employment and Day Activities;
4. Safety and Restraint issues;
5. Health Care and Mental Health Care; and
6. System-wide Reforms.

WHEREAS: In recognition that each agency appearing in this Agreement provides services directly or indirectly to the population with intellectual disabilities at different stages of the individual's life, in order to improve communication between the Agencies and maximize services to the people with intellectual disabilities once they reach the majority of age, an interagency committee is created in which HEALTH, EDUCATION AND FAMILY participate.

WHEREAS: In order to comply with the requirements of the JCAP and court orders in the referenced case, the agencies appearing herein commit to share data that helps reach a real projection of the number of adults with intellectual disabilities who will benefit from the services provided by the Division of Services for People with Intellectual Disabilities of the Department of Health.

² At the time it was called the Mental Retardation Program. Currently, the DSPDI offers its services to the population of adults with intellectual disabilities in Puerto Rico.

WHEREAS: By virtue of the powers conferred by their respective organic laws and in compliance with the Executive Order and the Court Order, the Parties have agreed to sign this Interagency Agreement, which they carry out subject to the following:

TERMS AND CONDITIONS

FIRST: The parties agree to implement in their agency each of the provisions included in this agreement, as applicable.

SECOND: In order to improve communication between agencies and maximize services to people with intellectual disabilities once they reach the majority of age, an interagency committee is created, in which HEALTH, EDUCATION and FAMILY participate.

THIRD: The parties will designate an official from their agency who will be part of the interagency committee and will serve as a liaison for purposes of sharing the data relevant to the population with intellectual disabilities.

FOURTH: The parties agree to observe the laws and regulations, both state and federal, to ensure the confidentiality of the shared information. The information will be used strictly for the purpose established herein and in accordance with the orders of the court in case United States v. Commonwealth of P.R. et. 99-cv-1435 (GAG-MEL). For these purposes, the parties agree to use a uniform identification method for each record in order to maintain the confidentiality of the person's identity.

FIFTH: Each agency in turn agrees to the following provisions:

- A- DEPARTMENT OF HEALTH** is the government agency in charge of providing the services, through the DSPDI, of placement, training, physical and mental care, among other services, to adults with intellectual disabilities. The DSPDI commits to provide information to EDUCATION and FAMILY of the diagnoses and/or criteria used to identify the people who may qualify to receive their services. Likewise, the DSPDI will make available to the agencies its IT technical staff to address to any technical issued in the transfer of data.

- B- DEPARTMENT OF EDUCATION** administers a Program of Special Education by which it registers the physical and mental conditions of the population of minors to whom it provides educational services. In accordance with the information to be provided by the DSPDI on the diagnoses and/or criteria used to identify people with intellectual disabilities, EDUCATION agrees to provide data through a report of participants aged twenty (20) years and older that according to their records meet a primary diagnosis of intellectual disability. The data must include the diagnoses

identified for each person; Age; Sex; and Region/Municipality where they reside. This list must be shared with the DSPDI annually in the month of January or in another previously agreed month that is deemed to be more efficient.

EDUCATION, in turn, agrees to invite the DSPDI to the Programming and Placement Committee (COMPU) of those minors, with the potential to be admitted to receive services from the DSPDI, who are about to graduate from high school.

C- DEPARTMENT OF THE FAMILY AFFAIRS manages programs to aid and shelter citizens through which it registers the physical conditions of this population. In accordance with the information to be provided by the DSPDI on the criteria used to identify people with intellectual disabilities, the Department of the Family agrees to provide data through a report of participants aged twenty (20) years and older that according to their records meet a primary diagnosis of intellectual disability. The data must include the diagnoses identified for each person; Age; Sex; and Region/Municipality where they reside. This list must be shared with the DSPDI annually in the month of January or in another previously agreed month that is deemed to be more efficient.

SIXTH: It is stipulated that the dispositions of this Interagency Agreement are independent and separate from each other and that the nullity of one or more dispositions does not affect the validity of the rest, which will continue in full force.

SEVENTH: This Interagency Agreement does not contemplate expenditure of funds and is subject to the Laws and Regulations of the Government of Puerto Rico.

EIGHTH: All the signatory parties undertake to implement this Interagency Agreement with all its rigor, from the date of its signature.

NINTH: This Collaborative Agreement will be effective immediately after its signature. Due to the nature of the services rendered, the PARTIES provide that this Agreement will be of continuous validity and may only be terminated with the consent of both parties, which must notify the other of their intention to terminate the agreement thirty (30) days prior to the date on which said termination is desired.

TENTH: This Interagency Agreement constitutes the entire agreement between the parties in relation to the matter described in the title. Any amendment to this Interagency Agreement, whether to extend its term or for any other reason, must be made in writing signed by all parties during the term of the Interagency Agreement. If it has expired, it may be renewed according to the terms agreed by the parties.

READING AND ACCEPTANCE

The undersigned parties affirm that they have read this Interagency Agreement in each and every one of its parts and find it drafted as agreed, for which we accept and ratify it in all its content, stamping our signatures at the end of the last page and writing our initials in the margin of each one.

In San Juan, Puerto Rico, on March 13, 2018.

DEPARTMENT OF HEALTH

[Signature]

Hon. Rafael Rodríguez Mercado, MD, FAACS, FAAN
Department of Health
Employer Identification Number: 660-43-7470

ASSOCIATED SECRETARIAT OF SPECIAL EDUCATION OF THE DEPARTMENT OF EDUCATION

[Signature]

Eliezer Ramos Parés, Esq.
Department of Education
Employer Identification Number: 660-43-3481

DEPARTMENT OF FAMILY AFFAIRS

[Signature]

Glorimar de L. Andújar Matos, Esq.
Department of Family Affairs
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