AB2083 MEMORANDUM OF UNDERSTANDING

BETWEEN

San Bernardino County Children and Family Services

and

San Bernardino County Department of Behavioral Health

and

San Bernardino County Probation Department

and

San Bernardino County Superintendent of Schools

and

Department of Rehabilitation Inland Empire District

and

Inland Counties Regional Center, Inc.

August 6, 2024

The Memorandum of Understanding (MOU), entered into by and between the San Bernardino County Children and Family Services (CFS), San Bernardino County Department of Behavioral Health (DBH), San Bernardino County Probation Department (Probation), San Bernardino County Superintendent of Schools (SBCSS), California Department of Rehabilitation Inland Empire District(DOR - IE), and Inland Counties Regional Center, Inc. (IRC) sets forth the roles and responsibilities of the agencies to ensure that coordinated, timely, and trauma-informed services are provided to children and youth in foster care.

BACKGROUND: In the 2011 Katie A. Settlement Agreement, Department of Health Care Services (DHCS) and California Department of Social Services (CDSS) mandate the state mental health and child welfare agencies develop and implement a plan for providing mental health services to all dependents in California. The services would be representative of a Core Practice Model (CPM), thus ensuring all children, who become dependents, receive a screening for mental health services and that all services are conducted in a Child and Family Team (CFT) manner.

In September 2018, the California Legislature approved Assembly Bill No. 2083, adding Section 16521.6 to the Welfare and Institutions Code (WIC). The intent of Section 16521.6 is to develop a coordinated, timely, and trauma-informed system-of-care approach for children and youth in foster care who have experienced severe trauma. Such an approach will contribute to the Continuum of Care Reform efforts to improve California's child welfare system. Guided by the Integrated Core Practice Model (ICPM), child and family-serving agencies will strive to integrate services, share decision-making, and engage families. The ICPM released in 2018, offers an enhanced framework for service delivery, integrating theory and practice from the CPM, Wraparound, California Partnership for Permanency, and Safety Organized Practice (SOP), among other initiatives.

WHEREAS, CFS, DBH, Probation, SBCSS, DOR-IE, and IRC are mandated, as a result of Assembly Bill (AB) 2083, to develop and implement an MOU setting forth the roles and responsibilities of agencies that serve foster youth who have experienced trauma; and

WHEREAS, this MOU continues the work of implementing the ICPM and fulfills the shared obligations under AB 2083 and WIC Section 16521.6, including, but not limited to commitment to and implementation of an integrated core practice model; processes for screening, assessment, and entry

to care; processes for child and family teaming and universal service planning; alignment and coordination of transportation and other foster youth services; information and data sharing agreements; staff recruitment, training, and coaching; financial resource management cost sharing; dispute resolution; recruitment and management of resource families and delivery of therapeutic foster care; and

NOW THEREFORE, DBH, CFS, Probation, SBCSS, DOR-IE, and IRC mutually agree to the following terms and conditions:

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I. DEFINITIONS

A. 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.

B. Child and Adolescent Needs and Strengths (CANS) Tool – A multi-purpose tool that supports decision-making, including level of care and service planning, which allows for the monitoring and outcome of services. Used as part of the Child and Family Team (CFT) process to help guide conversations among CFT members about the wellbeing of children and youth, identify their strengths and needs, inform and support care coordination, aid in case planning activities, and inform decisions about placement.

C. Child and Family Team (CFT) – A group that forms to meet the needs of an eligible child through whatever means possible. To ensure family 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 Child and Family Team Meeting (CFTM). This team includes the child, parents, caregivers, relatives, County Social Worker, Probation Officer, or Behavioral Health clinical staff, and anyone else the family identifies as a member.

D. Children and Family Services (CFS) – The County department that administers programs designed to address child abuse and neglect issues in San Bernardino County (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.

E. Children and Youth System of Care State Technical Assistance (TA) Team – A group of representatives from the California Department of Social Services (CDSS), Department of Health Care Services (DHCS), Department of Developmental Services, and the California Department of Education. This Team will develop a process for local partner agencies to request technical assistance from the established Children and Youth System of Care State TA Team.

F. 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. Often collaborations form public and private partnerships and include representation from the population to be served. They meet regularly, working together in small groups, performing different tasks and roles to achieve a common objective.

G. Comprehensive Prevention Plan (CPP) – A roadmap that outlines the services that the Title IV-E agency will provide that address the needs identified in the assessments completed by each Cross-Sector Collaborative, which is a mandate per FFPSA-Part 1.

H. Continuum of Care Reform (CCR) – A series of existing and new reforms for the child welfare services program designed out of an understanding that children who must live apart from their biological parents do best when they are cared for in committed

nurturing family homes. AB 403 provides the statutory and policy framework to ensure services and supports provided to the child or youth and his or her family are tailored toward the ultimate goal of maintaining a stable permanent family. Reliance on congregate care should be limited to short-term, therapeutic interventions that are just one part of a continuum of care available for children, youth, and young adults.

I. Department of Behavioral Health (DBH) – The County department that provides specialty mental health services to all eligible persons who meet medical necessity criteria defined in the California Code of Regulations (CCR) Title IX, State Department of Mental Health.

J. Department of Rehabilitation (DOR) – The California Department that works in partnership with young adults, consumers, and other stakeholders to provide services and advocacy resulting in employment, independent living, and equality for individuals with disabilities.

K. Department of Rehabilitation Inland Empire District (DOR-IE) – DOR area representing San Bernardino and Riverside Counties.

L. Every Student Succeeds Act (ESSA) – Embeds federal education law provisions that promote school stability and success for youth in foster care, and collaboration between education and child welfare agencies to achieve these goals.

M. Family First Prevention Services Act (FFPSA) – Part of Public Law (P.L.) 115–123 and has several provisions to enhance support services for families to help children remain at home, reduce the unnecessary use of congregate care, and build the capacity of communities to support children and families. The law enables states and territories to use funds for prevention services.

N. 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.

O. Indian Child Welfare Act (ICWA) – A United States federal law that governs jurisdiction over the removal of American Indian children from their families in custody, foster care, and adoption cases. It gives tribal governments exclusive jurisdiction over children who reside on or are domiciled on a reservation.

P. 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.

Q. 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. ICC service components include assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the ICPM, including the establishment of the CFT to ensure facilitation of a collaborative relationship among a child, their family, and involved child-serving systems. ICC also provides an ICC Coordinator who ensures that medically necessary services are accessed, coordinated, and delivered in a strength-based, individualized, client-driven, and culturally and

linguistically competent manner.

R. 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. The five key components within the ICPM include: engagement, assessment, service planning/implementation, monitoring/adapting, and transitions.

S. Interagency Leadership Team (ILT) – Serves as the governing body of the collaborative and will consist of the Director of DBH or their designee, the Director of DOR or their designee, the Director of CFS or their designee, the Chief Probation Officer or their designee, the Superintendent of the County Office of Education or their designee, and the Director of the IRC or their designee. Additional members of the ILT may include Tribal Representatives, Dependency and Delinquency Court designees, and parents and youth with lived experience.

T. Interagency Placement Committee (IPC) – A committee of multidisciplinary staff who are trained in the prevention, identification, and/or treatment of child abuse and neglect cases and are qualified to provide a broad range of services related to child abuse. This committee includes and is not limited to representatives from DBH, CFS, Probation, SBCSS, IRC, and Children's Network.

U. Joint Interagency Leadership for Services to Children, Adolescents, and Families (JILS-CAF) – Members of the JILS-CAF will represent stakeholders in the ICPM. Members may include but are not limited to the following: parents and youth with lived experience, CFS, DBH, Probation, DOR-IE, Children's Network, Tribal Representatives, IRC, SBCSS, and Child Welfare Advocacy Groups (e.g., Court Appointed Special Advocate). The JILS-CAF will work under the direction of the ILT.

V. Katie A. Settlement – The class action lawsuit of July 18, 2002, alleging violations of federal Medicaid laws, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and California Government Code Section 11135. The lawsuit sought to improve the provision of mental health and supportive services for children and youth in, or at imminent risk of placement in, foster care in California. Settlement occurred on December 2, 2011, when the presiding judge issued an order approving a proposed settlement of the case. The Settlement Agreement provides directive for changes in mental health services for children and youth within the class by promoting, adopting, and endorsing systematic screening for mental health needs by child welfare agencies and three new service approaches for existing Medicaid covered services. CDSS and DHCS worked together with the appointed Special Master, the plaintiffs' counsel, and other stakeholders to develop and implement a plan to accomplish the terms of the Settlement Agreement.

W. Personally Identifiable Information (PII) – 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 license, photo identification, other identifying number (case number, client index number, County's billing, and transactional database system number/medical record

number, etc.).

X. Parents and Youths with Lived Experience – A parent or youth who has firsthand experience with involvement with the child welfare and/or the juvenile justice system.

Y. Probation Department (Probation) – The County department whose mission is to build stronger families and safer communities by improving the lives of those served through assessment, treatment, rehabilitative services, and enforcement.

Z. Protected Health Information (PHI) – 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.

AA. Qualified Individual (QI) – A Mental Health Clinical therapist that is not a Title IV-E funded or clinical therapist affiliated with CFS, Probation or a Short-Term Residential Treatment Program (STRTP). For San Bernardino County the QI is a Clinical Therapist working for the Department of Behavioral Health in a Children and Youth Collaborative Services program.

BB. Qualified Individual (QI) Assessment – A mental health assessment that must be completed by a Qualified Individual within thirty (30) days of a youth being placed or referred to a STRTP. The purpose of the QI Assessment is to determine whether the needs of the child can be met with family members or through placement in a foster family home or, if not, which setting provides the most effective and appropriate level of care for the child in the least restrictive environment and consistent with the short- and long-term goals of the child, as specified in the permanency plan for the child (i.e., STRTP).

CC. San Bernardino County Superintendent of Schools (SBCSS) – The intermediate service agency that works collaboratively with the California Department of Education, County school districts, agencies, families, and community partners to provide leadership, advocacy services, and meet the educational needs of County children.

DD. Short-Term Residential Therapeutic Program (STRTP) – A residential facility that provides an integrated program of specialized and intensive care and supervision, services and supports, nonmedical treatment and short-term twenty-four (24) hour care, and supervision to children and non-minor dependents that is licensed by the Community Care Licensing Division (Health and Safety Code 1562.01).

EE. Standing Order – Written orders which are used or intended to be used in the absence of a specific order for a specific patient provided by a licensed healthcare practitioner acting within the scope of his or her professional licensure.

FF. Subclass Members – Also known as Katie A. subclass members, include children and youth (up to age twenty-one (21)) that are eligible for full-scope Medi-Cal (Title XIX), have an open child welfare service case, and meet the medical necessity criteria for

Specialty Mental Health Services (CCR Title 9, Section 1830.205 or Section 1830.210). In addition to the above, children and youth must also be:

1. Current participants or eligible for Wraparound, Therapeutic Foster Care, specialized care rate due to behavioral health needs, or other intensive Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services including, but not limited to, Therapeutic Behavioral Services or crisis stabilization/intervention.

   or

2. Current participants or eligible for group home (RCL 10 or above), a psychiatric hospital or twenty-four (24) hour mental health treatment facility (e.g., psychiatric inpatient hospital, Community Residential Treatment Facility), or have experienced three (3) or more placements within twenty-four (24) months due to behavioral health needs.

GG. System Affiliates – Non-signatory entities that will work collaboratively with the System Partners to develop and implement MOU to ensure programs and policies reflect a coordinated, integrated, and effective delivery of services for children, youth, and families, including children and youth who have experienced severe trauma. These entities include, but are not limited to: Children's Network, Community Based Organizations (CBO), First 5, Dependency and Delinquency Courts and Tribal Representatives.

HH. System Partners – Signatory Parties to this MOU (CFS, DBH, DOR-IE, IRC, Probation, and SBCSS) that will collaborate to implement the ICPM and ensure programs and policies reflect a coordinated, integrated, and effective delivery of services for children, youth, and families, including children and youth who have experienced severe trauma.

II. Wraparound – The Wraparound services program is an intensive, community-based, and family-centered system of support designed to allow children with serious behavior and/or emotional difficulties to remain in their community at the lowest level of care possible instead of being placed in a congregate care or residential setting. Addresses crisis with the goal of keeping an individual in their current living arrangement, through identification of strengths, goals, and needed supports. Provides an array of services and supports, including: respite, case management, activities, support groups, advocacy, treatment, family training, home/school services, psychiatric services, and coordination with community services.

II. PURPOSE

The purpose of this MOU is to enhance interagency collaboration and partnership by seeking increased coordination in the delivery of services to children, youth, and families within San Bernardino County. The collaboration will help ensure services are provided in an integrated, comprehensive, effective, timely, culturally responsive manner, and that trauma-informed services are provided to children and youth in foster care who have experienced severe trauma. This MOU outlines the partnership's responsibilities.

III. SYSTEM PARTNERS

The System Partners agree to work collaboratively with System Affiliates to continue implementation of an integrated core practice model; processes for screening, assessment, and entry to care; processes for child and family teaming and universal service planning; alignment and coordination of transportation and other foster youth services; information and data sharing

agreements; staff recruitment, training, and coaching; financial resource management cost sharing; dispute resolution; recruitment and management of resource families and delivery of therapeutic foster care; and to:

A. Use the California ICPM principles and values in their interactions with youth and families, one another, contractors, and county partners.

B. Cross train and designate a lead to ensure team members are versed in ICPM principles and roles.

C. Promote and provide services, which are outcome-focused, needs driven, family-centered, strength-based, culturally proficient, comprehensive, individualized for each child and family, team-based, persistent, and integrated to the extent possible by a single service plan, and which encourages families to use their own resources to resolve problems.

D. Identify, develop, and maintain service systems consistent with public/private, community-based, school-linked and family partnership, which can intervene early or prevent problems with at-risk children, youth, and families.

E. Provide services to children, youth, and families in the least restrictive, least stigmatizing, and community-based settings appropriate to meet their identified needs.

F. Promote and maintain quality services that are cost effective, within the family's community, evidence-based and appropriate, using a unified service record, shared service authorization/reauthorization, and outcomes evaluation as allowed by law.

G. Provide ongoing support and direction to each agency and its staff in providing services and resources for at-risk children and families consistent with the vision, mission, and principles to assist with the prevention of abuse and neglect.

H. Promote reinvestment of any fiscal savings into identified gaps in services or early intervention, prevention, and Wraparound programs to avoid, if possible, placement of children into institutionalized settings.

I. Assure that the voices, experiences, and wisdom of foster youth, their families, and caregivers are incorporated into the collaborations and partnerships.

J. Ensure the appropriate utilization of treatment and rehabilitation services for children, youth, and families in conjunction with appropriate court sanctions while ensuring the safety of the community and public-at-large.

K. Meet yearly and as needed to ensure the MOU remains relevant and up to date.

IV. INTERAGENCY LEADERSHIP TEAM

A. The ILT shall consist of System Partners' and Affiliates' decision makers or their designees, as well as parents and youth with lived experience.

B. The ILT will:

1. Coordinate the development of a shared vision, integrated program direction, clear and consistent guidance, and outcomes and accountability measures consistent with the ICPM.

2. Serve as the governing board of the partnership to ensure the System Partners effectively work together, the strategies agreed upon are being implemented by the different agencies, and the agencies are generating the desired goals for children, youth, and their families as defined in WIC Section 16521.6, ICPM and

other mandated initiatives (e.g., Complex Care).

3. Welcome other designated, experienced System Partner staff members or managers, other involved agencies, tribal partners, or identified contractors to attend scheduled ILT meetings, as determined by the ILT.

4. Collaborate in decision making; however, the Standing Order applies to all agencies and entities engaged in the core practices and team approach. See Section X. of this MOU.

5. Serve as the governing board for the implementation of the County's Comprehensive Prevention Plan mandated by the Family First Prevention Services Act (FFPSA).

6. Ensure placement and treatment support is available for system involved youth.

C. The ILT is the executive level body for the partnership who will attend ILT meetings. ILT meetings will be held monthly. The agencies will rotate the lead facilitator and cofacilitator annually. The lead facilitator has the responsibilities of sharing information, meeting notices, recording minutes, and securing meeting venues. A template shall be used for the meeting minutes to maintain consistency. The minutes for each year shall be housed by the lead facilitator.

V. JOINT INTERAGENCY LEADERSHIP FOR SERVICES TO CHILDREN, ADOLESCENTS AND FAMILIES

A. JILS-CAF members include, CFS, Children's Network, Child Welfare Advocacy Groups (e.g., Court Appointed Special Advocates), DBH, DOR, IRC, parents and youth with lived experience, Probation, SBCSS, and Tribal partners.

B. JILS-CAF will:

1. Execute the directives of the ILT, collaborate, and develop any needed policies and procedures to implement the shared vision.

2. Represent stakeholders in the ICPM. Stakeholders will be invited to participate in the JILS-CAF as deemed appropriate by the ILT.

C. Meetings are held monthly and attended by management level staff from all partnering agencies. Managers will meet with the Executive Team (ILT) to discuss topics presented at the JILS-CAF meeting.

VI. INTERAGENCY PLACEMENT COMMITTEE

The IPC is a subgroup of the ILT; members include one (1) supervisory personnel or designee from CFS, DBH, Probation, SBCSS, IRC, and Children's Network. The IPC will:

A. Continue to operate as defined in WIC Section 4096 in coordination with Children's Policy Council as the designated Child Abuse Prevention Council. System Partners will meet with the IPC at a minimum of every six (6) months to provide program status and updates.

B. Collaborate for team reviews of children and youth for appropriateness of the following services:

1. Short-Term Residential Therapeutic Programs (STRTP).

2. Community Treatment Facility (CTF).

C. IPC will be chaired by a DBH Supervisor or designee and held weekly at a DBH facility or in a virtual format. Meeting attendees must sign-in at each meeting, and a

confidentiality statement will be attached to each sheet. Attendees' signatures serve as acknowledgment of the confidentiality rules. Attendees will sign in via the chat for all virtual meetings. Sign-in sheets or copies of the Chat are kept on file at DBH. After each meeting, all unnecessary copies of referral packets and agendas are collected and shred. A quorum of three (3) member agencies is needed to conduct meetings. When voting on a child/youth's case, three (3) votes are required for approval. When a quorum of three (3) votes is not reached because one (1) or more members are not in agreement, the case may be tabled for one (1) week while more information is gathered. The IPC must revote at the next meeting.

D. The IPC Chair will:

1. Complete the IPC recommendation and Therapeutic Behavioral Services (TBS) forms.
2. Complete Certification of the Child forms.
3. Notify CFS and Probation of the deadline for IPC referrals for upcoming IPC meetings.

E. IPC members communicate through weekly meetings. In case of an emergency, IPC referrals can be submitted to DBH via email anytime. A quorum of three (3) votes is required for approval of emergency referrals, and votes can be received by email. DBH's vote can be provided by DBH IPC liaison, any supervisor, Clinical Therapist II, or Program Manager II.

VII. SCREENING, ASSESSMENT, AND ENTRY INTO CARE

A. To enhance unified service planning, reduce impact on youth and caregivers, and reduce administrative costs, the System Partners, as applicable, will:

1. Use integrated assessments and remote access to efficient services.
2. Develop resources for sharing of client related information such that assessment and planning documents may be accessed by service personnel within the scope of their duties and the law.
3. Collaborate and share client information such as Child and Adolescent Needs and Services (CANS) scores and Individualized Education Plans (IEP) to adhere to timely access standards.

B. In order to provide Children's Youth and Collaborative Services (CYCS), DBH will:

1. Review data from the DBH billing and transactional database system combined with CFS data to insure the necessary and legal timelines for services are being met.
2. Provide data to the Mental Health Plan (MHP) contract providers to assess for potential Katie A. subclass members by reviewing for open CFS cases with a CANS high Core Actionable Needs (CAIR) score.
3. Work with MHP contract providers by providing feedback so Katie A. subclass effective dates can be accurately recorded, and Katie A. subclass members are receiving entitled Intensive Care Coordination every three (3) months.
4. Collaborate with CFS through the Juvenile Court and Behavioral Services (JCBHS) as part of the Referral, Screening, Assessment and Treatment (RSAT) process. The JCBHS Program CYCS Healthy Home Clinicians are co-located at CFS regional offices to provide assistance to CFS staff to screen, assess, and

facilitate access to mental health services for dependents. To facilitate timely access to mental health services for dependent children and youth, CFS staff are requested to schedule children and youth ages six (6) to eighteen (18) years for a Healthy Homes assessment within seven (7) days of detainment. After the assessment, Healthy Homes Clinicians facilitate access and linkage to services with other Mental Health Plan Providers. Healthy Homes clinicians may also provide early intervention services to dependents on a limited basis if this is the most appropriate service available for the child. DBH Clinicians are available for consultation with CFS staff regarding dependents in their care and will facilitate access to services to children and youth who are rescreened for mental health services annually. For children zero (0) to five (5) years, CFS staff will schedule an assessment with a DBH contracted Screening, Assessment, Referral and Treatment (SART) provider.

5. Complete a Qualified Individual (QI) Assessment within thirty (30) days of a youth being placed or referred to a Short Term Residential Treatment Program (STRTP). CYCS will work closely with the system partners connected to the youth to complete the QI assessment and will share a copy of the QI assessment with the placement agency (i.e., CFS or Probation) so the results can be shared with the Juvenile Delinquency or Dependency Court. The Court will determine what type of placement is the least restrictive and in the best interest of the youth.

VIII. CHILD FAMILY TEAM AND UNIFIED SERVICE PLANNING

A. To maximize planning and family engagement, the System Partners, as applicable, will:

1. Provide for a single, unified teaming process for all youth in care. Typically, the agency with legal jurisdiction will convene and document the CFT meeting (CFTM).
2. Ensure family voice, choice, and ownership of the individualized service plan.
3. 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, Local Educational Agency, Behavioral Health clinical staff, and anyone else the family identifies as a member.
4. Work toward coordination of mental health care and educational services for all youth in the foster care system.

B. DBH developed and instituted training for all clinical staff on CFTM. Training will:

1. Explain the components of the Integrated Core Practice Model (ICPM).
2. Provide an overview of Katie A. History.
3. Ensure staff comprehends the Continuum of Care Reform (CCR).
4. Provide instruction on how to facilitate CFTM from a trauma informed perspective.
5. Provide instruction on how to introduce the CANS to families and clients.
6. Provide instruction on how to integrate the CANS in the facilitation of CFTM.
7. Identify the roles and responsibilities of an Intensive Care Coordinator.
8. Provide the framework on how to document the CFTM appropriately.

IX. ALIGNMENT AND COORDINATION OF TRANSPORTATION AND OTHER FOSTER YOUTH SERVICES

The ESSA embeds federal education law provisions that promote school stability and success for youth in foster care and collaboration between education and child welfare agencies to achieve these goals.

The System Partners, as applicable, will develop processes to comply with ESSA and improve stability for students in foster care.

X. INFORMATION AND DATA SHARING

The System Partners agree, as applicable, and to the fullest extent allowed by law, to share necessary and relevant client specific information to conduct treatment, coordinate care, and assure the highest quality service is available to youth and caregivers.

Coordinated care of children and youth by the System Partners is facilitated by the Standing Order of the Presiding Judge of the Juvenile Court, Superior Court of the State of California for San Bernardino County. The Standing Order authorizes the release and exchange of information between departments, agencies, service providers, and invested third parties engaged in the CPM and teaming approach. As a result of the Standing Order, staff from System Partners can share assessments, CANS scoresheets, data reports, and discuss needs and strengths within the CFTM. The release and exchange of information is only for the purpose of providing mental health screenings and mental health services.

DBH has a Children's Interagency Authorization form (CHD025 E/S) that allows for the exchange of PHI among multiple agencies. Having a single Release of Information form streamlines service provision among System Partners.

XI. STAFF RECRUITMENT, TRAINING, AND COACHING

A. Highly trained and competent staff is integral to the delivery of seamless and integrated services. The System Partners, as applicable, agree to:

1. Coordinate and deliver via joint process.
2. Train or provide in-service that may be beneficial to System Partners' staff.
3. Use training resources.
4. Probation will provide ongoing Trauma Informed Care (TIC) training to all sworn personnel: Probation Officers, Probation Correction Officers, supervisors, managers, and chiefs.
5. DBH will provide training to direct service providers working within the County's Mental Health Plan in the following topics: Traumatic Stress, Essential Elements of Trauma informed Practice, and Common Factors of Trauma Informed Interventions.
6. CFS provides TIC training to their Social Workers, which is incorporated in their training plan and heavily documented to show completion.

XII. FINANCIAL RESOURCE MANAGEMENT AND COST SHARING

System Partners agree, as applicable, to assist each other by sharing information related to available funding, state and federal revenues, one (1) time funding opportunities, grant opportunities, etc. that may be available or assist in better delivery of services. System Partners may utilize the ILT to discuss joint funding decisions that may be appropriate.

XIII. DISPUTE RESOLUTION

The System Partners agree, as applicable, to utilize a shared decision-making process, typically through the ILT members, for any and all disputes relating to programs and services listed herein which may affect all parties. The System Partners will attempt in good faith to resolve any dispute or disagreement arising out of this MOU by focusing on the shared vision, values, and practices of this MOU. Once the local resolution process has been exhausted, a request may be made to the Children and Youth System of Care State TA Team.

XIV. RECRUITMENT AND MANAGEMENT OF RESOURCE FAMILIES AND DELIVERY OF THERAPEUTIC FOSTER CARE

A. System Partners practice collaborative, uniform, and consistent efforts to recruit, train, and support professional Resource Family caregivers to foster safe, permanent, and healthy out-of-home placement when necessary. While CFS and Probation have legal obligations and responsibilities to assure foster care capacity is present, DBH has parallel responsibility to assure adequate capacity for and oversight of Specialty Mental Health Services is present for services provided by our Mental Health Plan providers to support youth and their caregivers. System Partners agree to:

1. Share necessary information and processes required to support recruitment and retention efforts.
2. Review STRTP and Foster Family Agency (FFA) Program Statements (as applicable) and applications.
3. Investigate complaints or grievances.
4. Draft and execute contracts with providers.
5. Deliver technical assistance and oversight, including onsite reviews of programs and services.

B. DBH contracted with Duke University Medical Center to facilitate the Together Facing the Challenge (TFTC) evidence-based curriculum training. Using a Train-the-Trainer Model, the trainers prepare Foster Family Agency-Mental Health Systems (FFA-MHS) program staff to train their Resource Families in Therapeutic Foster Care. To date, most FFA-MHS program providers have trained all of the Intensive Services Foster Care Resource Families in TFTC. As a way of being culturally responsive, DBH staff translated the TFTC foster parent training materials into Spanish, so that FFA-MHS agency staff could train Spanish-speaking Resource Parents in their preferred language. The TFTC Coaching form that TFTC Coaches will utilize when meeting weekly with TFTC Resource Parents was also translated into Spanish. DBH holds the FFA-MHS/TFTC provider contracts. To assist with TFTC implementation, DBH has assigned a clinical liaison to each provider agency who can provide technical assistance and support as needed.

C. CFS provides prospective caregivers support by providing a Resource Family Specialist (RFS). The CFS RFS will:

1. Provide encouragement and advocate for the Resource Family throughout the Resource Family Approval (RFA) process.
2. Assist the Resource Family to understand CFS' expectations, support early engagement for Resource Parent trainings, gather and provide information regarding resources for caregivers, and cofacilitate trainings and RFA

workshops.

3. Assist RFA Social Worker and regional Social Workers with support and problem solve for Resource Families as needed.

4. Ensure the Resource Families receive guidance and support for RFA by assessing the needs of the Resource Families in addition to referring them to additional programs, services, and community resources.

5. Consult with RFA Social Workers to address what services are needed for the Resource Families.

6. Assist Resource Parents to understand their role in the Juvenile Court system, remove barriers whenever possible to complete actions needed for a Corrective Action Plan (CAP), Documented Alternative Plan (DAP), and Criminal Exceptions.

7. Provide support to the Resource Family who need to resolve grievances and/or file an appeal.

D. Evidence of shared commitment by the System Partners to identify, recruit and support family-based caregivers and therapeutic care environments to deliver high quality, trauma-informed care to children, youth and their families is as follows:

1. DBH and CFS staff will meet bi-monthly with FFS-MHS providers. DBH, CFS, and FFS-MHS providers will collaborate to facilitate the "stepping down" or placement of youth in STRTP into TFTC Resource Parent homes. For example, FFA-MHS providers will provide weekly information to CFS on the number of Resource families with TFTC vacancies.

2. DBH, CFS and IRC staff will meet quarterly to discuss placements, and CFS, DBH and IRC will meet regularly to discuss specific child/youth cases. CFS can contract with other agencies to assist with the recruitment, retraining, and support of resource families.

XV. CHILDREN AND YOUTH SYSTEM OF CARE STATE TA TEAM

The primary role of the Children and Youth System of Care State TA Team is to:

A. Develop guidance and provide technical assistance to local partner agencies to identify and secure the appropriate level of services to meet the needs of children and youth in foster care.

B. Provide TA for child or youth specific cases.

1. Local partner agencies will complete and submit a request for a specific child or youth in care, including but not limited to STRTP assistance and child specific case resolution or multisystem process resolution.

2. Request for technical assistance must include:

a. Documentation of attempts at resolution at the local level.

b. Barriers identified by systems partners.

c. Relevant background such as education history should be included.

3. The request will be triaged once submitted and a call will be scheduled and facilitated by the Children and Youth System of Care State TA Team.

XVI. TRIBAL ENGAGEMENT

The System Partners shall continue to work on increasing their engagement with Tribal Partners. Engagement opportunities shall be explored at quarterly meeting of the Native American Coalition in partnership with IRC and a variety of other stakeholders within the County. The goal is to enhance relationships with the tribal community and work collaboratively.

XVII. DBH RESPONSIBILITIES

DBH will:

A. Obtain a valid Authorization for Release of PHI from DBH client prior to sharing any PHI with CFS, Probation, SBCSS, DOR, 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. Rotate as lead facilitator or cofacilitator of the ILT meeting and work with CFS or Probation's lead facilitator or cofacilitator to ensure the System Partners are effective in overseeing the implementation of the ICPM. The lead facilitator will assist in organizing, planning, and the development of the agenda for regular meetings, recording meetings, and implementing the decisions of the System Partners, whenever relevant to the implementation and fidelity of the ICPM.

D. Identify foster children as members of the Katie A. subclass. DBH will conduct an assessment, either directly or through their contract network, to establish EPSDT Medi-Cal medical necessity of youth's referred to care.

E. Communicate to CFS the results of the assessment and initiate appropriate referrals and services upon completion of the assessment (e.g., Healthy Homes).

F. Communicate to CFS and Probation the results of the QI assessments.

G. Incorporate a means to measure the effectiveness of the services provided to the Katie A. Subclass members and share the ongoing results of the performance outcome measures with the members of the ILT.

XVIII. CFS RESPONSIBILITIES

CFS will:

A. Rotate as lead facilitator or cofacilitator of the ILT meeting and work with the DBH or Probation's lead facilitator or cofacilitator to ensure the System Partners are effective in overseeing the implementation of the ICPM. The cofacilitator will share the responsibilities with DBH and Probation staff, as identified in this MOU.

B. Provide DBH with a monthly report identifying all potential subclass members.

C. Meet their responsibilities, as identified in the ICPM, ensuring all children who qualify receive a screening for mental health services and recognize those who meet Katie A. subclass membership.

D. Collaborate with agencies to recruit, train, and support professional Resource Family caregivers to foster safe, permanent, and healthy out-of-home placement when necessary.

XIX. PROBATION RESPONSIBILITIES

A. Rotate as lead facilitator or cofacilitator of the ILT meeting and work with the DBH or

CFS lead facilitator or cofacilitator to ensure the System Partners are effective in overseeing the implementation of the ICPM. The cofacilitator will share the responsibilities with DBH and Probation staff, as identified in this MOU.

B. Probation has a multimethod approach to monitor and support transition planning for youth, which includes conducting CFT Meetings, completing appropriate case plans with the youth and family, and facilitating post discharge connection to supportive services and activities.

XX. SBCSS RESPONSIBILITIES

SBCSS will provide a consistent representative to the ILT.

XXI. DOR-IE RESPONSIBILITIES

A. Provide a consistent representative to the ILT.

B. Assign a vocational counselor to initiate appropriate referrals, and assessments for students with a disability to receive vocational rehabilitation services and employment services.

C. Provide student service activities which support students with disabilities between the ages of 16- 21 in school that have a 504 plan or IEP.

XXII. IRC RESPONSIBILITIES

IRC will provide a consistent representative to the ILT.

XXIII. MUTUAL RESPONSIBILITIES

A. CFS, DBH, Probation, SBCSS, DOR, and IRC will:

1. Work with all parties to resolve any difficulties with the execution of any part of this MOU in a collaborative and professional manner.
2. Ensure a designee attends scheduled ILT meetings.
3. Collaborate to carry out the shared vision through the ILT and JILS-CAF.
4. Collaborate with system partners for FFPSA implementation and training.

B. Client Privacy

1. CFS, Probation, SBCSS, DOR, and IRC shall review applicable County policies, procedures, and/or requirements and assure any assigned staff required to perform services under this MOU 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, Probation, SBCSS, DOR, or IRC require the need to obtain PHI of a DBH client, CFS, Probation, SBCSS, DOR, 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. Ineligible/Excluded Persons

CFS, DBH, Probation, SBCSS, DOR, and IRC shall comply with the United States Department of Health and Human Services, Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health care programs.

1. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:

   a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs; or

   b. Has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension, debarment, or ineligibility.

2. CFS, DBH, Probation, SBCSS, DOR, and IRC shall comply with the United States General Services Administration's System of Award Management (SAM) and ensure that Ineligible Persons are not employed or retained to provide services related to this agreement. CFS, DBH, Probation, SBCSS, DOR, and IRC-IE shall also comply with the OIG's List of Excluded Individuals/Entities (LEIE) and ensure that Ineligible Persons are not employed or retained to provide services related to this agreement. CFS shall conduct these reviews before hire or agreement start date and then no less than once a month thereafter.

   a. SAM can be accessed at http://www.sam.gov/portal/public/SAM.

   b. LEIE can be accessed at http://oig.hhs.gov/exclusions/index.asp.

3. CFS, DBH, Probation, SBCSS, DOR, and IRC shall certify that no staff member, officer, director, partner or principal, or sub-contractor is "excluded" or "suspended" from any federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (Attachment A) at time of the initial contract execution and annually thereafter. The Attestation Regarding Ineligible/Excluded Persons shall be submitted to the following program and address:

   DBH Office of Compliance
   303 East Vanderbilt Way
   San Bernardino, CA 92415-0026

   Or send via email to: Compliance_Questions@dbh.sbcounty.gov

4. CFS, DBH, Probation, SBCSS, DOR, and IRC acknowledge that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by contract with County.

5. CFS shall have a policy or protocol regarding the employment of sanctioned or excluded employees that includes the requirement for employees to notify CFS should the employee become sanctioned or excluded by the General Services Administration.

6. CFS shall immediately notify DBH should an employee become sanctioned or excluded by the General Services Administration.

D. Privacy and Security

1. To the extent required by law and/or County policy, CFS, DBH, Probation, SBCSS, DOR, and IRC shall adhere to 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 all Parties 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), PHI, or electronic PHI (e-PHI).

2. In addition to the aforementioned protection of IIHI, PHI, and e-PHI, DBH requires CFS, Probation, SBCSS, DOR, and IRC to adhere to the protection of 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. Upon discovery of any unauthorized use, access or disclosure of PHI or any other security incident with regards to PHI or PII, CFS, Probation, SBCSS, DOR, and IRC agree to report to DBH no later than one (1) business day upon the discovery of a potential breach. CFS, Probation, SBCSS, DOR, and IRC shall cooperate and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.

4. CFS, Probation, SBCSS, DOR, and IRC shall ensure any DBH client PHI that is stored on its premises will be locked and secure in adherence to IIHI and PHI privacy requirements.

5. CFS, DBH, Probation, SBCSS, DOR, and IRC shall comply with the data security requirements set forth by the County as referenced in Attachment B.

6. Non-County Entities

   Non-County Entities (DOR-IE, SBCSS, IRC) 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, subcontractors, 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, subcontractors, agents, volunteers, and interns who have access to PII sign the Oath of Confidentiality Statement annually.

   d. Report actual, suspected, or potential breaches of PII immediately to the DBH Office of Compliance at Compliance_Questions@dbh.sbcounty.gov **and** to Human Services Privacy and Security Office via email at: HSPrivacySecurityOfficer@hss.sbcounty.gov.

XXIV. FISCAL PROVISIONS

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

XXV. RIGHT TO MONITOR AND AUDIT

A. DBH and CFS 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, and shall have absolute right to monitor the performance of all Parties in the delivery of services provided under this MOU. Full cooperation shall be given by all Parties in any auditing or monitoring conducted.

B. CFS and DBH shall cooperate with each other 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, CFS Fiscal Services staff, Federal and State representatives for a period of ten (10) years after termination of the MOU or until all pending County, State, and Federal audits are completed, whichever is later. Records 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. Parties shall provide all reasonable facilities and assistance for the safety and convenience of CFS 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 all Parties.

XXVI. TERM

This MOU is effective immediately upon execution by all parties and expires July 31, 2029 but may be terminated earlier in accordance with provisions of Section XXVII of this MOU.

XXVII. 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 Chief Probation Officer, or his/her appointed designee, has authority to terminate this MOU on behalf of Probation. The San Bernardino County Superintendent of Schools, or his/her appointed designee, has authority to terminate this MOU on behalf of County Office of Education. The DOR Regional Director, or his/her appointed designee, has the authority to terminate this MOU on behalf of DOR. 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 cause upon thirty (30) days written notice by the mutual agreement of all parties.

XXVIII. 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.

C. Indemnification and Insurance

1. SBCSS, DOR, and IRC will agree to indemnify, defend and hold harmless San Bernardino County (County), of which CFS, DBH, and Probation are County departments, and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of SBCSS, DOR, and/or IRC, including the acts, errors or omissions of SBCSS, DOR, and/or IRC and for any costs or expenses incurred by the County on account of any claim resulting from the acts or negligence of the SBCSS, DOR, and/or IRC or their authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

2. The County agrees to indemnify, defend and hold harmless SBCSS, DOR, and IRC and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of the County, including the acts, errors or omissions of the CFS or OHS and for any costs or expenses incurred by the SBCSS, DOR, and/or IRC on account of any claim resulting from the acts or negligence of the County or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

3. In the event that any of the Parties are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, each Party shall indemnify the other Party to the extent of its comparative fault.

4. The County is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation. SBCSS and DOR are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation. IRC is a member of a risk retention pool for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation. The Parties warrant that through their respective programs of self-insurance or membership in risk retention pool, as applicable, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this MOU.

XXIX. CONCLUSION

A. This MOU, consisting of twenty-three (23) pages and Attachments A and B, is the full and complete document describing services to be rendered by CFS, DBH, Probation, SBCSS, DOR, 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 Agency to the terms and conditions set forth in this document.

C. This MOU 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 MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (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 MOU upon request.

SIGNATURES ON NEXT PAGE

SAN BERNARDINO COUNTY
CHILDREN AND FAMILY SERVICES

_____
Jeany Zepeda, Director
150 S. Lena Road
San Bernardino, CA 92415
Date: _____

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH

_____
Georgina Yoshioka, DSW, MBA, LCSW, Director
303 E. Vanderbilt Way
San Bernardino, CA 92415
Date: _____

SAN BERNARDINO COUNTY
PROBATION DEPARTMENT

_____
Tracy Reece, Chief Probation Officer
175 W. Fifth Street, 4th Floor
San Bernardino, CA 92415
Date: _____

INLAND COUNTIES REGIONAL CENTER, INC

_____
Lavina Johnson, Executive Director
1365 S. Waterman Ave.
San Bernardino, CA 92408
Date: _____

SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS

_____
Theodore "Ted" Alejandre, Director
601 North E Street
San Bernardino, CA 92415
Date: _____

DEPARTMENT OF REHABILITATION-
INLAND EMPIRE DISTRICT

_____
Robert Loeun, Regional Director
2010 Iowa Ave. Building, Suite 100
Riverside, CA 92507
Date: _____

SAN BERNARDINO COUNTY

►
_____
Dawn Rowe, Chair, 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

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

Contractor _____ shall:

To the extent consistent with the provisions of this Agreement, comply with regulations found in Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al regarding exclusion from participation in Federal and State funded programs, which provide in pertinent part:

1. Contractor certifies to the following:
   a. It is not presently excluded from participation in Federal and State funded health care programs,
   b. There is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency which is likely to result in exclusion from any Federal or State funded health care program, and/or
   c. Unlikely to be found by a Federal and State agency to be ineligible to provide goods or services.

2. As the official responsible for the administration of Contractor, the signatory certifies the following:
   a. All of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any Federal or State funded health care programs,
   b. There is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any Federal and State funded health care program, and/or
   c. Its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a Federal or State agency to be ineligible to provide goods or services.

3. Contractor certifies it has reviewed, at minimum prior to hire or contract start date and monthly thereafter, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any Federal or State funded health care programs:
   a. OIG's List of Excluded Individuals/Entities (LEIE).
   b. United States General Services Administration's System for Award Management (SAM).
   c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.

4. Contractor certifies that it shall notify DBH immediately (within 24 hours) by phone and in writing within ten (10) business days of being notified of:
   a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under Federal or State funded health care programs, or
   b. Any suspension or exclusionary action taken by an agency of the Federal or State government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which Federal or State funded health care program payment may be made.

_____
Printed name of authorized official

_____
Signature of authorized official

_____
Date

DATA SECURITY REQUIREMENTS

Pursuant to its contract with the State Department of Health Care Services, the Department of Behavioral Health (DBH) requires Contractor adhere to the following data security requirements:

A. Personnel Controls

1. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of DBH, or access or disclose DBH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

2. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

3. Confidentiality Statement. All persons that will be working with DBH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The Statement must be signed by the workforce member prior to accessing DBH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DBH inspection for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

4. Background Check. Before a member of the workforce may access DBH PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

B. Technical Security Controls

1. Workstation/Laptop Encryption. All workstations and laptops that store DBH PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved in writing by DBH's Office of Information Technology.

2. Server Security. Servers containing unencrypted DBH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3. Minimum Necessary. Only the minimum necessary amount of DBH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

4. Removable Media Devices. All electronic files that contain DBH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

5. Antivirus / Malware Software. All workstations, laptops and other systems that process and/or store DBH PHI or PI must install and actively use comprehensive anti-virus software/Antimalware software solution with automatic updates scheduled at least daily.

6. Patch Management. All workstations, laptops and other systems that process and/or store DBH PHI or PI must have all critical security patches applied with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

7. User IDs and Password Controls. All users must be issued a unique user name for accessing DBH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

    a. Upper case letters (A-Z)
    b. Lower case letters (a-z)
    c. Arabic numerals (0-9)
    d. Non-alphanumeric characters (special characters)

8. Data Destruction. When no longer needed, all DBH PHI or PI must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of DBH's Office of Information Technology.

9. System Timeout. The system providing access to DBH PHI or PI must provide an automatic timeout, requiring reauthentication of the user session after no more than twenty (20) minutes of inactivity.

10. Warning Banners. All systems providing access to DBH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DBH PHI or PI, or which alters DBH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DBH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

12. Access Controls. The system providing access to DBH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege

13. Transmission Encryption. All data transmissions of DBH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DBH PHI can be encrypted. This requirement pertains to any type of DBH PHI or PI in motion such as website access, file transfer, and email.

14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting DBH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DBH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

2. Log Review. All systems processing and/or storing DBH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

3. Change Control. All systems processing and/or storing DBH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

D. Business Continuity/Disaster Recovery Controls

1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of DBH PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

2. Data Backup Plan. Contractor must have established documented procedures to backup DBH PHI to maintain retrievable exact copies of DBH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DBH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DBH data.

E. Paper Document Controls

1. Supervision of Data. DBH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DBH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. Escorting Visitors. Visitors to areas where DBH PHI or PI is contained shall be escorted and DBH PHI or PI shall be kept out of sight while visitors are in the area.

3. Confidential Destruction. DBH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

4. Removal of Data. Only the minimum necessary DBH PHI or PI may be removed from the premises of Contractor except with express written permission of DBH. DBH PHI or PI shall

5. not be considered “removed from the premises” if it is only being transported from one of Contractor’s locations to another of Contractor’s locations.

6. Faxing. Faxes containing DBH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

7. Mailing. Mailings containing DBH PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible.

   Mailings which include 500 or more individually identifiable records of DBH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DBH to use another method is obtained.