

MEMORANDUM OF UNDERSTANDING

BETWEEN

The California Health and Human Services Agency, Office of Technology and Solutions
Integration

AND

San Bernardino County
Children and Family Services (CFS)

FOR

The Child Welfare Services - California Automated Response and Engagement System
and San Bernardino Juvenile Network Data Sharing

June 23, 2026

This MEMORANDUM OF UNDERSTANDING (MOU) is entered between San Bernardino County Children and Family Services, hereinafter referred to as “CFS”, and the California Health and Human Services Agency (CalHHS) Office of Technology and Solutions Integration (OTSI), hereinafter referred to as “CalHHS OTSI.” For the remainder of the document “party” refers to either of the two entities – CalHHS OTSI or CFS and “parties” refers to both CalHHS OTSI and CFS.

WHEREAS, CalHHS OTSI desires to enter into a data sharing agreement with CFS to exchange information between two systems, Child Welfare Services - California Automated Response and Engagement System, hereinafter referred to as “CWS-CARES” and CFS’ San Bernardino Juvenile Network, hereinafter referred to as “JNET.”

NOW, THEREFORE, CalHHS OTSI and CFS mutually agree to the following terms and conditions:

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DEFINITIONS

1. **Juvenile Network (JNET)** – JNET is an integrated network and case management system, used by Superior Court of California, County of San Bernardino, Juvenile Division, for automation of confidential information concerning families in the juvenile dependency and delinquency systems and families at risk for child abuse and neglect. JNET is an inter-departmental application designed to track and manage juveniles through San Bernardino County’s juvenile justice system.
2. **Data Classification** – categorization and classification of information assets following the Federal Information Processing Standards (FIPS) Publication 199.
3. **Data Sources Information for JNET** – Data Specification document developed in tandem with CFS to describe the data elements contained in the JNET file transfer, and the technical details of how this transfer occurs.
4. **Memorandum of Understanding (MOU)** – Agreement between CalHHS OTSI and CFS.
5. **Production Data** – actual information that is collected, generated, and stored for business operations (non-manufactured).

A. PURPOSE

This MOU establishes a collaborative framework between the parties for the secure, compliant, and efficient exchange of Production Data between the CWS-CARES and JNET. The purpose of this data exchange is to support joint programmatic, operational, and analytical functions that enhance service delivery, benefits coordination, and child welfare outcomes.

This MOU is executed in alignment with the federal regulatory requirements governing Comprehensive Child Welfare Information Systems (CCWIS), specifically 45 CFR §1355.52, which mandates that a CCWIS system must:

- Maintain all program data required by federal, state, or tribal law or policy.
- Support bi-directional data exchanges with external systems as specified in §1355.52(e).
- Ensure data quality and integrity as required under §1355.52(d).
- Apply appropriate data exchange standards per §1355.52(f).

B. RECITALS

The CWS-CARES is a cloud-based system that replaces California's legacy child welfare IT systems. It is designed to support child welfare professionals by enhancing case management, data sharing, and service delivery for children and families involved in the child welfare system. The CWS-CARES is developed in alignment with federal requirements under Title IV-E of the Social Security Act, which governs funding and standards for child welfare services, including the implementation of CCWIS. The Superior Court of California, County of San Bernardino, Juvenile Division, uses JNET to store court case information and documents for dependency and delinquency cases. CWS-CARES and JNET must be able to share information.

The CWS-CARES is managed by the Child Welfare Digital Services (CWDS) division of the CalHHS OTSI, on behalf of the California Department of Social Services (CDSS). The CDSS has directed the CalHHS OTSI to enter into this MOU on behalf of the CDSS.

Data extracts between JNET and the CWS-CARES use a batch process framework, with both daily and weekly jobs to extract data on active court cases/referrals, and social workers dealing with children in the JNET system. The JNET system maintains client data for San Bernardino County courts only. Such client data is considered confidential under Welfare and Institutions Code (WIC) §10850 and WIC §827.9 and must be protected from unauthorized access in accordance with state and federal laws.

WIC Section 10850 authorizes any county welfare department in the state to provide lists of applicants for, or recipients of, public social services, to other county welfare departments or to CDSS. These records may be released upon request by CDSS

and must be used solely for purposes directly connected with the administration of public social services. The report required pursuant to §55 of Chapter 47 of the Statutes of 2012 (Senate Bill 1041) is considered directly connected with such administration.

The CWS-CARES and the JNET system support distinct but complementary functions within California's health and human services programs. The JNET data is used to track children, youth, and young adults involved in the juvenile justice system, whether as probation wards or child welfare dependents, while CWS-CARES supports case management for child welfare services. Both systems are integral to automating foster care eligibility determinations, reducing manual data entry, improving data accuracy, and enhancing the ability to generate reports and respond to child welfare needs efficiently.

The parties recognize that secure, bi-directional data exchanges between the CWS-CARES and the JNET system via batch jobs will reduce duplicative data entry, streamline workflows, and minimize the volume of inquiries to staff by enabling timely, accurate, and automated data sharing.

This MOU is intended to align with the federal regulatory requirements governing CCWIS, specifically 45 CFR §1355.52, which mandates support for external data exchanges, data quality, and the use of standardized data exchange protocols.

Now, therefore, the parties enter this MOU to formalize their mutual understanding and responsibilities regarding the exchange of client data between the CWS-CARES and the JNET.

C. GENERAL CONTRACT TERMS

1. This MOU governs the exchange of client data between CFS and CalHHS OTSI through CWS-CARES and JNET systems to support eligibility determinations, benefits coordination, and child-welfare-related functions.
2. The interface specification documents for the CWS-CARES developed by the parties define the specific data fields exchanged under this MOU – these are located in the Data Sources Information for JNET Interface Specification. The parties agree to jointly maintain and version-control these specifications to ensure traceability. Updates to the Data Sources Information for JNET List do not require amendments to this MOU, provided the overall Data Classification remains unchanged. Any changes to the data elements list will be documented and communicated through the established change control process. If any change elevates the risk classification beyond the current classification or introduces new statutory implications, the parties agree to initiate a formal review and consider amending this MOU.
3. The parties agree to implement and maintain appropriate security controls to protect shared systems and data. Each party shall adhere to the following

requirements, which are equally applicable to both entities and are further supported by applicable State Administrative Manual (SAM), Statewide Information Management Manual (SIMM), and CDSS Confidentiality and Security Requirements documents. All interface designs must conform to the security objective described in the SAM and SIMM. In the event of any conflict between applicable requirements, the more stringent or higher control shall prevail. Each inbound and outbound transmission will be documented in the Interface Specification Document (ISD) in collaboration with the other party.

- a. Apply appropriate levels of confidentiality, integrity, and availability to CWS-CARES data, in accordance with Data Classification, FIPS Publication 199 protection levels, and the SAM.
 - b. Conform to state standards for secure data transmission and storage, including encryption and destruction practices based on Data Classification.
 - c. CalHHS OTSI will adhere to CFS's requirements for access control and user management.
 - d. CFS will receive information from the CWS-CARES, encompassing child, child relationships, placement, and provider information, via outbound batch interface, using CFS' Production SFTP server. The outbound batch interface (which retrieves social workers and case/referral details related to active child clients and synchronizes this information from the CWS-CARES with the JNET data) will also use the CFS' SFTP server.
 - e. Comply with all applicable statewide policies and laws regarding the use and protection of information resources and data, including those set forth in the SAM and the SIMM.
 - f. Enforce least privilege and need-to-know principles for data access.
 - g. Promptly notify the CWDS Information Security Officer (CWDS ISO) of any security incidents involving shared systems or data by contacting CWDSinfosec@otsi.ca.gov.
 - h. Engage the CWS-CARES data owner in any investigation of a security incident involving CWS-CARES data, the service account, or the interface, and cooperate fully as data custodians.
 - i. Maintain responsibility for acceptable use of any system accounts that have been provisioned and prevent disclosure or misuse, in accordance with state policy.
 - j. Acknowledge CFS's right to revoke credentials to their SFTP server as required.
 - k. Collectively review on an annual basis the continued need for the interface and associated data exchange.
 - l. Immediately notify CWSCARESInterfaces@otsi.ca.gov of any changes to the business need for the interface, the classification of data being exchanged, or the details of the credential request, including organizational points of contact.
4. Both parties acknowledge that the security controls for this exchange are based

- on the Data Classification and related National Institute of Standards and Technology (NIST) requirements for securing data. Data Classification is based on sensitivity, regulatory impact, and operational dependency. The CWS-CARES base classification is Moderate. The parties agree that if data elements are added, removed, or modified this MOU will remain valid and enforceable without requiring additional approval or amendment. If any change elevates the risk classification beyond the current classification or introduces new statutory implications, the parties agree to initiate a formal review and consider amending the MOU. The parties agree to transmit data using secure methods such as encrypted file transfer protocols (SFTP), or other mutually agreed secure channels. The exchange may occur on a daily, weekly, or event-driven basis, as defined in the technical implementation guide.
5. Each party agrees to comply with all applicable federal and state laws and regulations, including but not limited to FERPA and California Civil Code §1798. Data will be used solely for authorized purposes and protected against unauthorized access, disclosure, or misuse. The parties agree to implement and maintain administrative, technical, and physical safeguards to ensure data confidentiality, integrity, and availability.
 6. In the event of a data breach or unauthorized access, the affected party agrees to notify the other within twenty-four (24) hours of discovery. Notification should also be sent via email to CWDSinfosec@otsi.ca.gov. Both parties will promptly meet and confer regarding the scope and parameters of a joint investigation, including how to coordinate and effectuate remediation efforts. For any joint investigation, post-incident reviews and corrective actions will be documented and shared to ensure transparency and continuous improvement. Nothing in this section shall be construed as a requirement to share confidential and/or proprietary information regarding security and/or information systems.
 7. The MOU may be amended by mutual written agreement between the parties.

D. CONTACTS

1. The following CalHHS OTSI representative is authorized to implement the terms and conditions of the MOU and will be responsible for the oversight and supervision of the security and confidentiality of the client data shared by the CWS-CARES with the CFS:

Kimberly Glenn, Assistant Deputy Director, CWDS
2870 Gateway Oaks Drive
Sacramento, CA 95833
(916) 653-1428
kimberly.glenn@otsi.ca.gov

CalHHS OTSI will immediately notify the CFS representative or their authorized representative, in writing, of a change of the contact person.

2. The following CFS representative(s) are authorized to implement the terms and conditions of the MOU and will be responsible for the oversight and supervision of the security and confidentiality of the transmission of client data sent by CFS to the CWS-CARES:

Gilbert Ramos
Human Services Assistant Executive Officer
County Administrative Office
385 North Arrowhead Avenue
San Bernardino, CA 92415
(909) 387-4261
Gilbert.Ramos@cao.sbcounty.gov

Jeany Glasgow
Director
Children and Family Services
31 W Stuart Avenue, First floor
Redlands CA 92374
(909) 658-1181
Jeany.Glasgow@hss.sbcounty.gov

The CFS will immediately notify the CalHHS OTSI representative, in writing, of a change of the contact person(s).

E. TERM

The MOU shall be effective upon the signing by the authorized representatives of the parties. This MOU shall remain in effect from the effective date and continue for so long as CWS-CARES and/or JNET remain active systems and maintain connectivity through the interface described herein, but in no event longer than five (5) years, unless amended or terminated by mutual agreement.

F. FUNDING

There is no funding or fiscal reimbursement for the provision of the client data pursuant to this MOU.

G. AUTHORIZED REPRESENTATIVES

By signing below, the individual certifies that it is acting as the representative of the entity named below and possesses the authority to enter this MOU on behalf of the entity.

H. INSURANCE

CFS is an authorized self-insured or partially self-insured public entity for purposes of Professional Liability, General Liability, Cyber Liability, and Worker's Compensation and warrants that through its respective programs of self-insurance and insurance, it has adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions, or obligations of this MOU.

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et seq.).

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et seq.).

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

I. ENTIRE AGREEMENT

This MOU and other documents referenced herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations, or representations relating to the subject matter of this MOU not expressly set forth herein are of no force or effect. This MOU is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this MOU and signs the same of its own free will.

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.

The signatures of the parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective agencies to the terms and conditions set forth in this document.

This MOU shall be governed by and construed according to the laws of the State of California. Venue shall be San Bernardino County.

CalHHS OTSI

SAN BERNARDINO COUNTY

Signature _____
Stacey Duvane, Chief Procurement Officer

▶ _____
Dawn Rowe, Chair, Board of Supervisors

Dated: _____

Dated: _____

Address: 2870 Gateway Oaks Drive, Suite 150
Sacramento, CA 95833

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
San Bernardino County

By _____
Deputy

APPROVED TO LEGAL FORM

Signature _____
Daniella V. Hernandez, Deputy County Counsel

Date _____
Address 385 N. Arrowhead Ave.
San Bernardino, CA 92415-0140