

**MEMORANDUM OF UNDERSTANDING**

**between**

**San Bernardino County**

**and**

**San Bernardino County Superintendent of Schools**

**for**

**COALITION AGAINST SEXUAL EXPLOITATION (CASE) Program**

**July 1, 2026 - June 30, 2029**

**THIS MEMORANDUM OF UNDERSTANDING** delineates agreed upon goals and intended outcomes, responsibilities and general terms:

**WHEREAS**, the following San Bernardino County Departments, herein after referred to collectively as “County”, as public entities of San Bernardino County are referred to in this MOU as follows:

Behavioral Health, hereinafter referred to as “DBH”, Children and Family Services, hereinafter referred to as “CFS”, Children’s Network, hereinafter referred to as “CNET”, District Attorney’s Office, herein referred to as “DA”, Probation Department hereinafter referred to as “Probation”, Public Defender, Public Health, hereinafter referred to as “DPH”, Sheriff/Coroner/Public Administrator’s Department, hereinafter referred to as “Sheriff”; and

**WHEREAS**, San Bernardino County Superintendent of Schools, hereinafter referred to as “SBCSS”, an intermediary agency between the California Department of Education and San Bernardino County school districts; and

**WHEREAS**, DBH, CFS, CNET, DA, Probation, Public Defender, DPH, Sheriff, and SBCSS, hereinafter collectively referred to as “Parties”, desire a collaborative partnership for the purpose of strengthening clinical services for commercially sexually exploited children/youth through creative strategies, existing trauma care best practices, clinical expertise, and ongoing outcome measures, and all Parties agree to serve as members of the Coalition Against Sexual Exploitation (CASE) Steering Committee; and

**WHEREAS**, DBH has been allocated funds by the State Department of Health Care Services (DHCS), through the Behavioral Health Services Act (BHSA), to support this collaborative approach to better serve the needs of the unique and inappropriately served population of commercially sexually exploited

children/youth and/or those at risk of sexual exploitation; and

**WHEREAS**, CNET, serving as the lead agency of the Memorandum of Understanding (MOU) with the support of CFS, finds the members of the existing CASE Steering Committee, named as Parties to this MOU, qualified to maintain and strengthen the existing collaborative model to implement outreach, education, prevention and intervention activities intended to impact the target population; and

**WHEREAS**, CNET desires that this collaborative effort be partially supported by BHSA funding, and DBH, CFS, CNET, Probation, DPH, and Public Defender agree to be financial participants of this MOU, with DBH, CNET, and Public Defender using BHSA funding to pay for staff positions, CFS using Child Welfare Services (CWS) funding to pay for staff positions, DPH using Rx4Kids funding from CFS funds, and Probation using Probation General Funds to pay for staffing position for this program. DA, Sheriff, and SBCSS agree to be non-financial participants of this MOU and all Parties agree to participate as set forth herein;

**WHEREAS**, San Bernardino County elected to participate in the Commercially Sexually Exploited Children (CSEC) Program, as described in Section 16524.7 of California Welfare and Institutions Code, to more effectively serve CSEC by utilizing a multidisciplinary approach for case management, service planning, and the provision of services; and

**WHEREAS**, all Parties have developed the following MOU to guide San Bernardino County's approach to serving CSEC;

**NOW THEREFORE**, all Parties agrees to the following terms and conditions:

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## **I. PURPOSE**

This MOU serves to identify areas of agreement and responsibility for members of the CASE Steering Committee and the respective public agencies named herein, with regards to provisions of collaboration, staffing, outreach, education, prevention, and intervention activities being partially funded through BHSA funds. Further, this MOU represents the collective interests of all named Parties to maintain and strengthen a culturally appropriate collaborative model of prevention and early intervention services for diverse children (ages 0-15) and transition age youth (TAY - ages 16-25), to reduce the number of those who are commercially sexually exploited or at risk of commercial sexual exploitation.

The provision of CASE services, collaborations, and responsibilities provided through this MOU are a part of the BHSA Integrated Plan which is certified by the San Bernardino County Board of Supervisors and approved by the Department of Health Care Services. This MOU also fulfills the statutory and protocol requirements of the CSEC Program's guidelines and integrates promising practices and improved service delivery through Multidisciplinary Teams and interagency referrals. Legislation (SB 855, Chapter 29, Statutes of 2014) amended the California Welfare and Institutions Code (WIC) section 300 to clarify that under existing law, commercially sexually exploited children whose parents or guardians failed or were unable to protect them may fall within the description of section 300(b) and be adjudged as dependents of the Juvenile Court. California State Legislature also amended the WIC (16524.6-16524.11) to establish a state funded CSEC Program to be administered by the California Department of Social Services (CDSS) that counties may elect to participate in. In 2017, legislation (SB 1322) went into effect, which exempted children under the age of eighteen from being charged with prostitution, loitering with the intent to commit prostitution or any crime associated with solicitation.

The model and practices performed under this MOU will: enhance creative strategies; integrate existing trauma care best practices with clinical expertise; implement the utilization of a universal screening tool across departments; utilize ongoing outcome measures to strengthen clinical practices; continue planning and implementation of appropriate services; and contribute to the Statewide Behavioral Health Goals included in the BHSA Integrated Plan (IP). The BHSA IP Statewide Behavioral Health goals include: Improving Access to Care, Reducing Untreated Behavioral Health Conditions, Reducing Institutionalization, Reducing Homelessness, Reducing Justice Involvement, and Reducing Removal of Children from the Home. Intended outcomes for the target population include: identify signs of CSEC involvement; provide support to address the mental health needs of CSEC victims and refer for services; and reduce symptoms and improve recovery including emotional and relational functioning.

## II. DEFINITIONS

- A. **Access and Linkage Program/Strategy:** Set or related activities to connect children with severe mental illness, as defined in California Welfare and Institutions Code Section 5600.3, and adults and seniors with severe mental illness, as defined in California Welfare and Institutions Code Section 5600.3, as early in the onset of these conditions as practicable, to medically necessary care and treatment, including, but not limited, to, care provided by county mental health programs.
- B. **Authorization for Release of Protected Health Information:** A Health Insurance Portability and Accountability Act compliant authorization signed by the client or client's legal representative, authorizing any of the Parties 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 any of the Parties' 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.
- C. **Behavioral Health Services Act (BHSA):** BHSA, enacted through Proposition 1, restructures and modernizes California's behavioral health funding framework. BHSA replaces and builds upon the former Mental Health Services Act (MHSA) with the intent of improving access to behavioral health services, strengthening accountability, and prioritizing timely care, housing supports, and treatment for individuals with serious mental illness, serious emotional disturbance, and substance use disorders. The purpose of BHSA funding is to reduce the long-term adverse impacts of untreated behavioral health conditions on individuals, families, and state and local systems.
- D. **Behavioral Health Services and Support (BHSS):** A program component of the Behavioral Health Services Act that funds county-operated and contracted behavioral health programs providing prevention, treatment, recovery, and supportive services for individuals with mental health or substance use disorders. For more information, please refer to: [https://www.dhcs.ca.gov/services/MH/Pages/MH\\_Prop63.aspx](https://www.dhcs.ca.gov/services/MH/Pages/MH_Prop63.aspx).
- E. **Child Adolescent Needs and Strengths Assessment (CANS):** A multi-purpose tool developed to support decision-making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes and services.
- F. **Children and Family Services (CFS):** A department of the San Bernardino County Human Services Division that provides family-centered programs and services designed to ensure safe, permanent, nurturing families for the County's children while strengthening and attempting to preserve the family unit. CFS protects children from intentional physical or mental injury, sexual abuse, exploitation and/or neglect by a person responsible for a child's health or welfare in accordance with the California Welfare and Institutions Code 300. CFS strives towards goals of reducing risks to children, improving parenting skills and strengthening social support networks for families.

- G. **Child and Family Team (CFT)**: A group that is formed to meet the needs of an eligible child through whatever means possible. In order 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 of the Child and Family Team. This team may include the child, parents, caregivers, relatives, County Social Worker, Probation Officer, or Behavioral Health staff, and anyone else the family identifies as a member. No single individual, agency or service provider works independently but rather as part of the team for decision-making. For additional information, refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS) and Therapeutic Foster Care (TFC) for ICC, IHBS and TFC for Katie A Subclass Members. For more information, please refer to: <https://www.dhcs.ca.gov>.
- H. **Children Family Team Meeting (CFTM)**: The formal meeting of the CFT.
- I. **Children's Network (CNET)**: Children's Network coordinates preventative programs and services through collaboration and engagement with community and county partners to strengthen and promote child, family, and community well-being. Children's Network envisions positive outcomes for children and families in San Bernardino County. This is achieved through active and engaged collaborations of county and community partners, relevant training opportunities for service providers, and promoting public awareness and shared understanding of risk factors of child abuse and neglect.
- J. **Client**: An individual who has been referred to, screened by, or is actively receiving behavioral health, prevention, early intervention, treatment, or supportive services through DBH or its contracted programs.
- K. **Coalition Against Sexual Exploitation (CASE) Steering Committee**: A collaborative group made up of various County agencies including: DBH, DPH, CFS, CNET, DA, Probation, Public Defender, SBCSS, and Sheriff Department. CASE was originally developed by San Bernardino County elected officials and community members whose goal was to form a working group of elected officials, County departments, and community groups, to explore and address sexual exploitation of children. The Steering Committee will provide ongoing oversight and leadership to ensure the County agencies and partners effectively collaborate to better identify and serve children who are at risk of or have been commercially sexually exploited.
- L. **Commercially Sexually Exploited Children (CSEC)**: Commercially Sexually Exploited Children, also known as CSEC, is a sexually exploited child who receives food or shelter in exchange for, or who is paid to perform, sexual acts, as described in Section 236.1 or 111651.1 of the California Penal Code, and whose parent or guardian failed to, or was unable to protect the child. Legislation amended the California Welfare and Institutions Code (commencing with Section 16524.6) to establish a state-funded county CSEC Program to be administered by the CDSS. For more information, please refer to: [The Commercial Sexual Exploitation of Children - Violence Prevention \(CA Dept of Education\)](#)
- M. **Department of Behavioral Health (DBH)**: A department of San Bernardino County, that

under state law, provides mental health and substance use disorder treatment services to County Residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of prevention and early intervention services, 24-hour care, day treatment outpatient services, case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to County residents.

- N. **Department of Health Care Services (DHCS):** The California Department of Health Care Services provides oversight of statewide public mental health services through the Mental Health Services Division. Its responsibilities include: providing leadership for local county mental health departments; evaluation and monitoring of public mental health programs; administration of federal funds for mental health programs and services; care and treatment of people with mental illness; and oversight of the Behavioral Health Services Act service implementation.
- O. **District Attorney (DA):** The District Attorney is responsible for the prosecution of criminal matters for adults and juveniles in San Bernardino County. Deputy District Attorneys are responsible for the review of criminal reports - submitted by police agencies, filing of criminal charges in court, jury trials, preliminary hearings, and any other matters relating to criminal prosecution. The District Attorney's Office also advises the County Grand Jury and has a staff of investigators who conduct criminal investigations otherwise not handled by local law enforcement.
- P. **Early Intervention:** Includes interventions that take a proactive approach to identifying and addressing mental health issues among individuals who are showing early signs, or are at risk, of a mental health disorder. These interventions, such as outreach, access and linkage, and treatment services, help avert the development of a severe and disabling condition, discourage risky behaviors and support individuals in maintaining healthy lifestyles.
- Q. **Health Insurance Portability and Accountability Act (HIPAA):** 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.
- R. **Mental Health Services Act (MHSA):** MHSA was replaced by BHS. Mental Health Services Act, also known as Proposition 63, imposed a one percent (1%) tax on adjusted annual income over one million dollars (\$1,000,000). In November 2004, California voters passed Proposition 63 to adopt the MHSA. According to the MHSA, the intent of the funding was to reduce the long-term adverse impact on individuals, families, and State and local budgets resulting from untreated serious mental illness.
- S. **Mental Illness and Mental Disorder:** A mental illness or mental disorder is a diagnosable condition, identified through DSM-5 criteria, that involves clinically significant disturbances in thinking, mood, or behavior and results in substantial functional impairment that limits

major life activities such as self-care, relationships, housing stability, employment, or education; this definition reflects how the BHSA County Policy Manual (v1.3.0, June 2025) applies California Welfare & Institutions Code standards to determine clinical and functional eligibility for behavioral health services.

- T. **Multidisciplinary Team (MDT)**: Experts representing a range of providers to offer collaborative services through a single source.
- U. **Outreach**: Outreach refers to proactive, community-based activities designed to identify, engage, and connect individuals—especially those who are unserved, underserved, or reluctant to seek help—with appropriate behavioral health information, supports, and services.
- V. **Personally Identifiable Information (PII)**: PII is 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's license, photo identification, other identifying number (case number, client index number, County's billing and transactional database system number/medical record number, etc.).
- W. **Probation Department (Probation)**: The San Bernardino County Department that is responsible for building stronger families and safer communities by improving the lives of those it serves through assessment, treatment, rehabilitative services and enforcement.
- X. **Protected Health Information (PHI)**: PHI is 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.
- Y. **Public Defender (PD)**: The San Bernardino County Public Defender promotes justice and protects the constitutional rights of indigent clients by providing skilled counsel and passionate advocacy in criminal and civil commitment proceedings.
- Z. **Public Health (DPH)**: The Department of Public Health works to prevent epidemics and the spread of disease, protect against environmental hazards, prevent injuries, promote and encourage healthy behaviors, respond to disasters and assist communities in recovery, and assure the quality and accessibility of health services throughout the county. To achieve this goal, the department places a high value on strong working alliances with local community groups representing the diverse populations who live in all areas of our large county.
- AA. **Referral**: The process by which a member of an underserved population is given a recommendation in writing to one or more specific service providers for a program providing treatment beyond early onset. Distributing a list of community resources to an individual

does not constitute a referral.

- BB. **Risk Factors:** Risk factors include biological, psychological/behavioral, and social/environmental characteristics, such as a family history of substance use, depression or antisocial personality disorder, and/or residence in neighborhoods where substance use and violence are tolerated. Research indicates that the more risk factors a child or youth experiences, the more likely it is that she or he will experience behavioral health condition and related problems in adolescence or young adulthood. Researchers have also found that the more the risks in a child's life can be reduced-for example, by effectively treating behavioral health disorders, improving parents' family management skills, and stepping up enforcement of laws regarding sales of illicit drugs to minors and drinking and driving-the less vulnerable that child will be to subsequent health and social problems.
- CC. **San Bernardino County Superintendent of Schools (SBCSS):** The Office of the Superintendent is committed to working with school districts, other agencies, families, and the community at large by providing services, information, advocacy and leadership with the focus always on students. The SBCSS provides educational leadership to school districts in San Bernardino County, advocates locally, statewide, and nationally for policies and resources that are in the best interest of students; and serves as a spokesperson for the educational needs of students throughout the county and statewide.
- DD. **Serious mental illness, serious mental disorder and severe mental illness:** A diagnosable mental disorder, identified using the Diagnostic and Statistical Manual of Mental Disorders (DSM) criteria, that causes substantial functional impairment and significantly limits major life activities such as self-care, interpersonal relationships, housing stability, employment, or education. These terms describe individuals whose symptoms and level of impairment place them among the highest-need populations within the public behavioral health system and who therefore qualify for priority access to intensive behavioral health services under BHSA.
- EE. **Sheriff's Department (Sheriff's):** The Sheriff Department is the primary law enforcement agency for San Bernardino County, including several contracted cities and divisions within the department. The department's vision is to be a high performance, inclusive department with high professional standards of integrity, ethics, and behavior- guided by the letter and spirit of the law, and the law enforcement code of ethics. Duties and responsibilities of the Sheriff-elect are to preserve the peace; arrest and take to court all persons who attempt to commit or have committed a public offense; take charge of, and be the sole and exclusive authority over, the County jail and prisoners in it; serve all due processes and notices, if applicable and perform search and rescue operations.
- FF. **Strengths-Based:** A strengths-based approach refers to policies, practice methods, and strategies that identify and draw upon the strengths of children, families, and communities. Strengths-based practice involves a shift from a deficit approach, which emphasizes problems and pathology, to a positive partnership with the family. The approach acknowledges each child and family's unique set of strengths and challenges and engages the family as a partner in developing and implementing the service plan.

GG. **Suicide Prevention Program**: Organized activities that the County undertakes to prevent suicide as a consequence of mental illness. This program does not focus on or have intended outcomes for specific individuals at risk of or with serious mental illness.

HH. **Superior Court of California - County of San Bernardino, Juvenile Court Division (Juvenile Court)**: Juvenile Dependency Court handles matters involving minors under the age of 18 and non-minor dependents between the ages of 18 and 21, who have been victims of abuse or neglect by their parents or guardians. CFS investigates a complaint and decides whether or not the child is in immediate danger. If the child is removed from the home, CFS has 48 hours to file a petition with the Juvenile Court.

II. **Trauma-Informed**: According to the Substance Abuse and Mental Health Services Administration (SAMHSA), a program, organization, or system that is trauma-informed:

- Realizes the widespread impact of trauma and understands potential paths for recovery.
- Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system.
- Responds by fully integrating knowledge about trauma into policies, procedures, and practices.
- Seeks to actively resist re-traumatization.
- Trauma-Informed Care is a strengths-based framework that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment.

JJ. **Vicarious Trauma**: Vicarious trauma occurs when an individual who was not an immediate witness to the trauma absorbs and integrates disturbing aspects of the traumatic experience into his or her own functioning. Symptoms associated with vicarious trauma are very similar to Post Traumatic Stress Disorder. Compassion fatigue may be a precursor to vicarious trauma, and based on some definitions, vicarious trauma and compassion fatigue are essentially equivalent.

KK. **Victim-Centered Approach**: A victim-centered approach places the victim at the heart of the planning and implementation of services in a meaningful way. This approach requires effort to engage and inform the victim so that she/he is empowered throughout the process.

### III. **GUIDING PRINCIPLES**

A. Commercial Sexual Exploitation:

1. Must be understood as abuse and reported as such.
2. Youth/victim should not be criminalized.

B. Responses to CSEC should be:

1. Victim-centered.
2. Trauma-informed.
3. Strengths-based.
4. Culturally, linguistically, and Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ) competent and affirming.
5. Committed to efforts that engage CSEC early and often.
6. Multidisciplinary, individualized, flexible, and timely.
7. Data and outcome driven.

C. Agency Policies & Procedures should:

1. Ensure and track effective cross-system collaboration at the system and individual- case level.
2. Incorporate mechanisms to identify and assess CSEC at key decision points.
3. Address the unique physical and emotional safety considerations of CSEC.
4. Address unique physical and emotional safety considerations, including vicarious trauma of staff, caregivers, and other relevant support persons.

#### IV. STEERING COMMITTEE RESPONSIBILITIES/MUTUAL RESPONSIBILITIES

CNET will serve as lead agency of the Steering Committee, with the support of CFS, and may appoint a new chairperson from the Steering Committee participants facilitating the collaboration and assisting the Steering Committee's continued work towards achieving the goals of the CASE Logic Model (**Attachment B**).

Members of the Steering Committee may include executive level staff or their delegated representative from each of the following eight (8) San Bernardino County Departments:

- Behavioral Health
- Children and Family Services
- Children's Network
- District Attorney's Office
- Probation Department
- Public Defender
- Public Health
- Sheriff/Coroner/Public Administrator's Department

and executive level staff or their delegated representative from the following outside entities:

- San Bernardino County Superintendent of Schools

- Superior Court of California, County of San Bernardino, Juvenile Court Division,  
when appropriate

**The Steering Committee shall:**

- A. Oversee the progress of BHSA IP Statewide Behavioral Health Goals and measure outcomes, including increased public awareness of CSEC issues and availability of resources, increased knowledge, and identification of CSEC youth by agency staff and the utilization and reporting of CANS pre and post assessments.
- B. Facilitate and review regularly continuous evaluation of program outcomes and implementation of effective methods for measuring CASE services.
- C. Develop an interagency protocol ("Protocol") to provide ongoing oversight and support to ensure the County agencies and partners effectively collaborate to better identify and serve CSEC and youth at risk of becoming CSEC.
- D. Implement the Protocol, oversee implementation, and revise as needed.
- E. Provide input to the County on how to utilize CSEC Program funding.
- F. Collect and analyze aggregate data related to the Protocol.
- G. Assess the sufficiency of CSEC specific resources in the County.
- H. Identify training needed (e.g., basic identification and awareness training and training on responsibilities under the interagency protocol) and ensure necessary training occurs.
- I. Provide an annual report to State on the number of children served, the services received, promising practices, and any identified gaps in services and resources.
- J. Build consensus and determine project objectives towards the CASE Plan through a majority vote when quorum is present. Each agency will have one voting member. A quorum is fifty percent (50%) of the voting members of the Steering Committee.
- K. Maintain and strengthen a collaborative strategic plan consisting of outreach and education, and prevention and intervention initiatives.
- L. Oversee education, training and capacity building activities to County and contractor staff, and other stakeholders and/or relevant agencies. Additionally, all Parties agree that it is the responsibility of each department to ensure respective staff attends appropriate training(s).
- M. Meet on a monthly or quarterly basis to identify and discuss potential opportunities, current services, and accomplishments under this MOU. This will include efficacy evaluations of practices under the MOU and assessment of working relationships.
- N. Ensure all materials and services developed through the CASE Program are culturally and linguistically appropriate in addressing all diverse communities, including unserved and underserved populations within the County.
- O. Establish mutually satisfactory methods for the exchange of information that may be necessary in order for each Party to perform its duties and functions under this MOU.

Additionally, all Parties will establish appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.

- P. Establish mutually satisfactory methods for problem resolution, at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through DBH and other named Parties' mutual chain of command, as deemed necessary.
- Q. Develop procedures for resolving grievances, including specific steps a participant must follow, and the time limits for resolution.
- R. Observe and adhere to all federal, state, and county requirements, and applicable law(s) concerning the confidentiality of client information.
- S. Establish a coordinated, interagency response among County agencies and partners through a protocol framework to ensure CSEC children at risk for exploitation are identified and serviced through a MDT approach.

## **V. MOU PARTIES' GENERAL RESPONSIBILITIES**

### **All Parties shall:**

- A. Maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within each respective department. CNET shall have the right, upon reasonable notice and at reasonable hours of business, to examine and inspect such records and books, unrelated to Juvenile Court records.
- B. Adhere to mutually developed grievance procedures regarding client satisfaction. All Parties (excluding Juvenile Court and Sheriff) shall provide a system, approved by CNET, through which recipients of services will have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view for all CSEC youth or made available to CSEC youth receiving field-based services.
- C. Protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. Identifying information shall not be used or disclosed for any purpose other than carrying out the departments' obligations under this MOU, unless otherwise required by law. This provision will remain in force even after the termination of the MOU.
- D. Obtain and complete required documents as well as maintain satisfactory performance as outlined herein for the period of this MOU.
- E. Provide prevention and early intervention services.
- F. Participate in MDTs, complete assessments, and provide case management and other direct services.
  - 1. Provide individual case coordination with multiple child-serving agencies.

2. Engage with child and family/caregiver(s), if appropriate.
  3. Ensure basic needs such as food, shelter, and clothing are met.
  4. Assess and address immediate and long-term needs.
  5. Coordinate, monitor, and adjust service plan to achieve desired outcomes for individual CSEC.
  6. Advise on appropriate placement.
  7. Conduct safety planning to proactively plan for triggering events.
  8. Meaningfully involve youth in planning and decision-making.
- G. Provide training for staff on the identification and availability of community resources for CSEC Youth and ongoing training as deemed appropriate and subject to staff's availability.
- H. Participate in CASE related outreach and engagement activities.
- I. CFTM's should be convened:
1. Upon initial identification as a CSEC youth to meet the immediate needs of the youth,
  2. At regularly scheduled intervals for case review and management,
  3. When there is a need to change the case plan or placement due to a change of circumstances such as completing high school, identification of previously unknown service need, or safety concerns, and/or
  4. In the event of a triggering event like a runaway or contact with law enforcement, as per the safety or other urgent circumstances necessitate.
- J. Interagency Referral:
1. Develop a coordinated, interagency approach to ensure that children who are commercially sexually exploited and children at-risk of becoming exploited are identified, protected, and receive the services they need to overcome trauma and thrive.
  2. Provide a multidisciplinary team with CSEC training to each identified CSEC to more effectively build on youth's strengths and respond to his/her needs in a coordinated manner.
- K. Mandatory Reporting:
1. Comply with mandatory reporting laws as set forth in the Child Abuse and Neglect Reporting Act and in accordance with local, federal and state laws with the exception of the Public Defender and/or defense counsel as attorney-client privilege is applied.
  2. Mandatory reporters are required to report abuse or neglect when they know or have reasonable suspicion that the abuse or neglect has occurred.

3. Sexual exploitation is a form of sexual abuse and must be reported by mandated reporters. Pursuant to Penal Code Section 11165.1(c), "Sexual exploitation" includes: "Conduct involving matter depicting a minor engaged in obscene acts... A person who knowingly promotes, aids, or assists, employs, uses, persuades, induces, or coerces a child, or any person responsible for a child's welfare, who knowingly permits or encourages a child to engage in, or assist others to engage in, prostitution or a live performance involving obscene sexual conduct."
- L. Pursuant to HIPAA, DBH and DPH have implemented administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability PHI transmitted or maintained in any form or medium.
- M. Client Privacy:
1. 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 any of the Parties require the need to obtain PHI of a CSEC child/youth, the Parties 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 from DBH and is located on the DBH website forms index).
- N. Ineligible/Excluded Persons:
- The Parties 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. The Parties shall comply with the United States General Services Administration's System for Award Management (SAM) and ensure that Ineligible Persons are not employed or retained to provide services related to this MOU. The Parties 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 MOU. The Parties 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:

<https://sam.gov/SAM/?pages/public/searchRecords/search.jsf&api%20key=ROEXk2%20SBBROUbVQ4L38wSJsGEvZ3oWtlxva9h0zV>

b. LEIE can be accessed at: <https://oig.hhs.gov/exclusions/index.asp>

3. If any of the Parties receives Medi-Cal reimbursement, they shall review the organization and all its employees, subcontractors, agents and physicians for eligibility against the California Department of Health Care Services Suspended and Ineligible Provider (S&I) List to ensure that Ineligible Persons are not employed or retained to provide services related to this MOU. The Parties shall conduct this review before hire or contract start date and then no less than once a month thereafter.

a. S&I List can be accessed at: <https://mcweb.apps.prd.cammiis.medi-cal.ca.gov/references/sandi>

4. The Parties 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 C**) 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

550 East Hospitality Lane, Suite 100

San Bernardino, CA 92415-0026

Or send via email to: [Compliance Questions@dbh.sbcounty.gov](mailto:ComplianceQuestions@dbh.sbcounty.gov).

5. The Parties acknowledges that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by contract with County.

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

7. The Parties shall immediately notify CNET should an employee become sanctioned or excluded by the General Services Administration.

8. If the Parties subcontract or employ an excluded party, CNET has the right to withhold payments, disallow costs, or issue a corrective action plan, as appropriate pursuant to Health and Safety Code 11817.S(h).

O. Privacy and Security

1. To the extent required by law and/or County policy, the Parties shall comply with any applicable privacy-related policies, laws, and/or regulations pertaining to PHI and PII, as well as applicable State and Federal regulations pertaining to privacy and security of client information. DBH and DPH have 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 (e-PHI).
2. In addition to the aforementioned protection of IIHI, PHI, and e-PHI, DBH requires, to the extent required by law, the Parties 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. Reporting of Improper Access, Use, or Disclosure of Unsecure PHI and PII  
To the extent required by law, upon discovery of any unauthorized use, access or disclosure of PHI or any other security incident with regards to PHI or PII, the Parties agree to report to CNET no later than one (1) business day upon the discovery of a potential breach. The Parties shall cooperate and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.
4. DPH shall comply with the data security requirements set forth by the County as referenced in **Attachment D**.
5. The Parties shall ensure any DBH client PHI that is stored on its premises will be locked and secured in adherence to IIHI and PHI privacy requirements.

**VI. DBH RESPONSIBILITIES**

**DBH shall:**

- A. Provide the following staff resources to support the CASE Program, to be funded by DBH:
  1. **Social Worker II (SW II) (1.0 FTE) – (\*NOTE- to be stationed at CNET and supervised by CNET).** Duties include but are not limited to:
    - a. Assist with connecting CASE clients to appropriate behavioral health and other resources.
    - b. Conduct community outreach and public awareness via trainings, resource

fairs and as a vendor at community events (including some weekend dates/outside of typical workday).

- c. Assist with planning/coordination of annual CASE events (including but not limited to events every January which is Human Trafficking Awareness Month).
  - d. Assist and prepare CASE DBH Reporting as required for BHSA IP reporting requirements and DBH monthly report, other reports upon request from CNET.
  - e. Conduct data entry into CNET CASE/CSEC and DBH databases.
  - f. Participate and support CASE MDT.
  - g. Tracking and monitoring CASE clients.
2. **Alcohol and Drug Counselor (.25 FTE) –** Duties include but are not limited to:
- a. Participate in the CASE MDT (required).
  - b. Complete American Society of Addiction Medicine (ASAM) Screening and Assessment, when applicable.
  - c. Connect youth to substances use disorder services including residential treatment when appropriate.
- B. Provide financial support for required CNET and Public Defender staff, as specified in the attached budgets. DBH will also support CASE Steering Committee outreach efforts, education and/or training, and required services and supplies, as specified in the attached budgets.
- C. Fund services and supplies for all MOU funded participants directly relating to clinical interventions, social services, outreach, and education and training which are associated with the CASE Program, outlined in the respective budget. When the County works in collaboration with other non-behavioral health community programs and/or services, only the costs directly associated with outreach and engagement activities to provide mental health and substance use treatment can be funded under the BHSA/BHSS category.
- D. Offer consultation regarding cultural competence standards and practices through the DBH Office of Equity and Inclusion.
- E. Provide the CASE Steering Committee with terms and conditions of agreements with the California State DHCS behavioral health requirements and/or contract providers, as requested, when it impacts the outcome of care and must meet the DHCS Behavioral Health requirements.
- F. Provide all necessary and useful information regarding the target population, including but not limited to: information needed to support program staff; DHCS requirements, guidelines and regulations; and other information needed for CASE Steering Committee to execute duties under this MOU.

- G. Ensure that the CANS is completed for all youth receiving services directly from DBH or through a DBH contract provider.
- H. Recognize the unique challenges to engagement of CSEC youth.
- I. Establish trusting relationship with CSEC youth.
- J. Manage all DBH staff that are directly associated with the CASE Program, ensuring all performed duties support the CASE Program and ensuring staff receive specialized CASE training that is developed/overseen by the CASE Steering Committee.
- K. Adhere to all cultural competency policies and procedures, including making educational and outreach materials available in English, Spanish and threshold languages.
- L. Decide upon, review, and approve all published materials, ensuring the BHSA is named as the funding source for such publications. All publications shall be approved through DBH's Public Relations Office.
- M. Strive to meet the following identified goals and outcomes:
  - 1. Goal: Prevent escalation of Behavioral Health Conditions
    - a. Identify and intervene early in behavioral health concerns to prevent mental illnesses and substance use disorders from becoming severe, chronic, or disabling.
    - b. Increase screening and early identification efforts for individuals at risk for behavioral health conditions (including indicated prevention and case identification).
  - 2. Goal: Reduce Adverse Outcomes Associated with Emerging Behavioral Health Needs
    - a. Reduce the likelihood of suicide and self-harm among participants.
    - b. Minimize justice involvement and incarceration related to untreated behavioral health conditions.
    - c. Decrease school suspension, expulsion, or academic failure by linking youth to supports early.
    - d. Prevent prolonged suffering and associated life disruptions (e.g., homelessness, unemployment).
- N. Obtain a valid Authorization for Release of PHI from CSEC children/youth and/or designated guardian/representative prior to sharing any PHI with Parties and in the performance of required services.

## VII. CFS RESPONSIBILITIES

### CFS shall:

- A. Provide the following staff to support the CASE Program, to be funded by CFS:
  - 1. **Social Services Practitioner (SSP) (1.0 FTE)** – A SSP employed by Children and

Family Services will function as the CASE/CSEC Coordinator. This SSP who is under the general direction and oversight of the CNET Officer or designee, will provide support for all CASE staff members and oversee day-to-day operations of the CASE Program. Duties include, but are not limited to:

- a. Act as a liaison between CNET and DBH, other intergovernmental agencies, community-based organizations, and outside agencies to coordinate program activities, trainings, education, and outreach.
- b. Facilitate the CASE MDT.
- c. Attend CASE Steering Committee meetings, report program updates, and ensure recording/publication of minutes.
- d. Ensure all program initiatives are in compliance with the BHSA regulations.
- e. Assist the CASE Steering Committee in an administrative capacity, participate in required DBH meetings to receive program information, and discuss program status/progress.
- f. Attend DBH meetings, trainings and/or technical assistance meetings, as required and are made available.
- g. Organize partnerships to carry-out CASE goals, including planning and scheduling community meetings.
- h. Assist CASE Steering Committee in drafting partnership by-laws, policies and procedures.
- i. Solicit partnerships to organize, plan and implement special events, outreach, and education related to public awareness of the CASE Program.
- j. Participate in outreach events, promoting public awareness of the commercial sexual exploitation of children/youth.
- k. Act as a public representative of the CASE Steering Committee regarding CASE matters; travel throughout the County and State as required.
- l. Collect demographic data (including age and ethnicity) and service type for all CASE participants according to the current BHSA regulations.
- m. Maintain records and report to DBH on a monthly basis -participant data (age, race/ethnicity and primary language), unduplicated participants served by and duplicated participants served by CASE program. When reporting the number of unduplicated participants or clients for a given year, each individual is counted only once, regardless of how many times they return for services during that year.
- n. Work collaboratively with DBH to address programmatic issues in a timely manner; address issues that may include applying changes to abide by current and/or subsequent DHCS, Mental Health Services Oversight and Accountability Commission (MHSOAC) guidelines and/or other related

regulations.

- o. Submit all data as required, monthly to DBH.
- p. Work collaboratively to conduct required BHSA reviews and monitor programs, ensuring CASE Program goals are accomplished and outcomes are being measured.
- q. Review and analyze activities to ensure program components and regulatory agreements meet eligibility requirements, are viable, and are sustainable.
- r. Implement procedures and forms necessary to administer and document program referral, participation, compliance, and effectiveness, as necessary.

2. **Associate Network Officer (.25 FTE)** – Under general direction, organize and supervise the work of the CASE SW II and Office Assistant III. Performs other advanced professional duties as required. This position will be stationed at CNET but funded by CFS.

- B. Follow implemented policies and procedures that require social workers to identify children receiving child welfare services, including dependents or wards in foster care, non- minor dependents, and youth receiving services pursuant to Section 677 of Title 42 of the United States Code, who are, or are at risk of becoming, victims of commercial sexual exploitation pursuant to California Welfare and Institutions Code Section 16501.35.
- C. Manage all CFS staff that is directly associated with the CASE Program, ensuring all performed duties support the CASE Program and ensure staff receive specialized CASE training that is approved as funded by the CASE Steering Committee.
- D. Ensure CANS assessments are integrated into the youth's case plan.
- E. Provide all necessary and useful information regarding the target population, including but not limited to: information needed to support program staff; DHCS requirements, guidelines and regulations; and other information needed for CASE Steering Committee to execute duties under this MOU.
- F. Represent CASE at community events, both during and after normal working hours, and participating in training and education efforts.
- G. Complete and submit all forms and data as required, monthly to DBH.
- H. Utilize the identified CSEC universal screening tool where appropriate.

## VIII. CNET RESPONSIBILITIES

CNET shall:

- A. Provide the following staff to support the CASE Program, to be funded by DBH:
  - 1. **Office Assistant III (OA III) (.25 FTE)** – Under varied levels of supervision, performs clerical work in support of a departmental unit or program. OA III will also

assist the CASE Coordinator with data entry and collection and attend trainings and/or technical assistance meetings, as required and made available. Assignments may vary and will require knowledge of specific departmental procedures and practices of varying complexity and interpretation.

- B. Manage CASE Coordinator and all CNET staff that is directly associated with the CASE Program, ensuring all performed duties support the CASE Program and ensuring staff receive specialized CASE training that is developed/overseen by the CASE Steering Committee.
- C. The CASE Coordinator shall have the following duties and responsibilities:
  - 1. Ensure participant data is collected (including name, age, ethnicity, and primary language) and reported to DBH on a monthly basis. Ensure the type of service and number of varied services provided is tracked; all MOU Partners' information must be submitted to the CASE Coordinator on a monthly basis.
  - 2. Provide all necessary and useful information regarding the target population, including but not limited to: information needed to support program staff; DHCS requirements, guidelines, and regulations; and other information needed for CASE Steering Committee to execute duties under this MOU.
  - 3. Facilitate the CASE MDT.
  - 4. Represent CASE at community events, both during and after normal working hours, and participating in training and education efforts.
  - 5. Complete and submit all forms and data as required, monthly to DBH.
- D. Provide workspace and onsite supervision for DBH's SW II (1.0 FTE) and CNET's Associate Network Officer (.25 FTE).

## IX. PROBATION RESPONSIBILITIES

### Probation shall:

- A. Provide and fund the following staff to support the CASE Program, to be funded by Probation:
  - 1. **Probation Officer (P.O.) (1.0 FTE)** – Duties include but are not limited to:
    - a. Participate in CASE MDT (required).
    - b. Evaluate youth at intake or upon referral and make recommendations of appropriate action if CSEC youth has an open case or has been arrested, investigate, and evaluate circumstances of victim's exploitation, including interviewing offender(s), parents, relatives, collateral sources, witnesses, victims, law enforcement.
    - c. Provide case management, recognizing the unique challenges to engagement, establish trusting relationship with CSEC.
    - d. Develop a service plan to fit CSEC needs in collaboration with other

provider agencies.

- e. Connect youth to crisis prevention and intervention services and provide court reports pertaining to victim's case as needed.
  - f. Write court Dispositional reports and/or court memos. Make appropriate recommendations to the court relative to juvenile cases, assist and supervise juvenile probationers in meeting the terms and conditions of probation, and coordinate with DA in preparation and filing of petitions for Juvenile Court.
- B. Follow implemented policies and procedures that require probation officers to identify children receiving child welfare services, including dependents or wards in foster care, non-minor dependents, and youth receiving services pursuant to Section 677 of Title 42 of the United States Code, who are, or are at risk of becoming, victims of commercial sexual exploitation pursuant to California Welfare and Institutions Code Section 16501.35.
  - C. Manage all Probation staff that are directly associated with the CASE Program, ensuring all performed duties support the CASE Program and ensuring staff receive approved specialized CASE training that is developed/overseen by the CASE Steering Committee.
  - D. Ensure CANS assessments are integrated into youth's Service Plan.
  - E. Provide all necessary and useful information regarding the target population, including but not limited to: information needed to support program staff; DHCS requirements, guidelines, and regulations; and other information needed for CASE Steering Committee to execute duties under this MOU.
  - F. Utilize the identified CSEC universal screening tool where appropriate.
  - G. Represent CASE at community events, both during and after normal working hours, and participating in training and education efforts, subject to the availability of the P.O.

## **X. PUBLIC DEFENDER RESPONSIBILITIES**

### **Public Defender shall:**

- A. Provide the following staff to support the CASE Program, to be funded by DBH:
  - 1. **Social Service Practitioner (1.0 FTE)** – Duties include but are not limited to:
    - a. Participate in MDT (required).
    - b. Perform advanced professional social work, including: assessment, intervention and case management support to children and families who have complex health, psychosocial, and/or economic problems.
    - c. Utilize the identified CSEC universal screening tool when appropriate.
    - d. Develop a service plan to fit CSEC needs in collaboration with other provider agencies.
- B. Manage all Public Defender staff that is directly associated with the CASE Program and ensure staff receive specialized CASE training that is developed/overseen by the

CASE Steering Committee.

- C. Provide all necessary and useful information (excepting information protected under attorney client privilege unless waived by the client in writing) regarding the target population, including but not limited to: information needed to support program staff; DHCS requirements, guidelines, and regulations; and other information needed for CASE Steering Committee to execute duties under this MOU.
- D. Represent CASE at community events, both during and after normal working hours, and participating in training and education efforts.
- E. Complete all required BHSA forms and data entry in alignment with BHSA Statewide Behavioral Health Goals and measures. This program is utilized to reduce institutionalization for this targeted population and submit the information to the CASE Coordinator in a format and method approved by DBH.

## **XI. DPH RESPONSIBILITIES**

### **DPH shall:**

- A. Provide and fund the following staff to support the CASE program, to be funded by DPH:
  - 1. **Public Health Nurse (PHN) (.25 FTE)** – Duties include but are not limited to:
    - a. Participate in MDT (required).
    - b. Assessments and services conducted by PHN will be accompanied by a P.O. or SW or will take place as part of a medical needs assessment requested by CFS SW as part of an active CFS caseload.
      - i. The lead case manager (either PO or SW) will ensure that PHN clearance to interact with the CSEC youth has been obtained in advance of any home visit. The lead case manager will notify the PHN once clearance has been obtained.
      - ii. Provide an initial, home-based health information assessment using an assessment tool approved by CASE Steering Committee of referred CSEC victims to determine health topics and referrals needed.
      - iii. Review and provide consultation for the development of health information service plan provided by Social Worker case manager to implement and follow-up with CSEC victim.
    - c. Provide initial health information and resources to CSEC victim based on assessed health needs that may include reproductive and sexual health, access to contraceptives, HIV prophylaxis, and treatment for STIs/STDs.
    - d. Act as a consultant to other MDT members to facilitate implementation of health information plan and health care coordination.
    - e. Utilize the identified CSEC universal screening tool where appropriate as

provided by the CASE Steering Committee.

- f. Provide health-related training or secure other training resources for MDT members and/or CSEC youth.
  - g. Act as a CASE Community Liaison at the direction of their supervisor, and with the understanding that intra-county and out of county community health resources may be included.
  - h. Update the medical information in the youths Health Education Passport (HEP) if needed after initial health information assessment or as needed.
  - i. Provide a copy of the HEP to CASE MDT members when appropriate.
  - j. When a CSEC youth is in need of assessment for testing and treatment, the lead case manager will contact the closest Public Health Clinic (Adelanto, Hesperia, Ontario, or San Bernardino) to schedule an expedited appointment for the youth to be assessed. If needed, youth will be treated upon exam and the lead case manager will provide a Release of Information to request medical records from Public Health. PHN will update the youth's HEP when records are received.
- B. Manage and supervise all DPH staff that is directly associated with the CASE Program, ensuring all performed duties support the CASE Program and ensuring staff receive approved specialized CASE training that is developed/overseen and funded by the CASE Steering Committee.
- C. Provide all necessary and useful information regarding the target population, including but not limited to: information needed to support program staff; DHCS requirements, guidelines and regulations; and other information needed for CASE Steering Committee to execute duties under this MOU in accordance with documentation forms approved by the CASE Steering Committee.
- D. Complete all required forms and data entry and submit the information to the CASE Coordinator in a format and method approved by CNET in consultation with the CASE Steering Committee.
- E. Represent CASE at community events, both during and after normal working hours, and participating in training and education efforts, subject to the availability of nursing staff.

## **XII. OUTCOMES AND MEASURES (Reference CASE Logic Model (Attachment B))**

- A. Outcomes/Evaluation - Process Measures
- 1. Raise Public Awareness of CSEC Issues and Availability of Community Resources as measured by electronic surveys completed by participants at each event.
  - 2. Train Various Agency/Department Staff on the Identification and Availability of Community Resources for CSEC Youth as measured by attendance logs collected at each training event.
  - 3. Identify youth who are potentially CSEC victims as measured by number of

screenings conducted and number of referrals for a full evaluation based on results of screening.

4. Increased access to needed resources and treatment as measured by the number of CSEC victims accessing and engaged in services.

B. Data Reporting Elements

1. Electronic surveys to be completed by participants at all community and educational events.
2. Attendance logs that include 1) Date of training/event 2) Title of training/event 3) Names of all attendees of training/event
3. Screening tool to identify potential CSEC victims.
4. CSEC participant log that includes the 1) name of the CSEC participant 2) Services referred to 3) services engaged in.
5. Input prevention service information and data into a system identified by DBH no later than thirty (30) days from the date of service.
6. Child, Adolescent Needs and Strengths Assessment - San Bernardino: CANS-SB shall be completed when applicable.
  - a. Within thirty (30) days of admission,
  - b. Every three (3) months, and
  - c. Within thirty (30) days of discharge.
  - d. Clarifications:
    - i. A CANS-SB is not required at admission if the client does not meet medical necessity for specialty mental health services.
    - ii. In no circumstances shall a period of more than three (3) months pass without completing an updated CAN-SB.
    - iii. A CANS-SB is not required at discharge if an update CANS-SB was administered within the past thirty (30) days **AND** no significant change in the client's presentation has occurred.
7. Pediatric Symptom Checklist - 35: PSC-35 (parent/caregiver version) shall be requested/obtained from parent/guardians:
  - a. For children and youth from three (3) years of age to eighteen (18) years of age receiving early intervention services,
  - b. At the onset of services,
  - c. Every six (6) months, and
  - d. Upon discharge from services.
8. Program Goals:

- a. Increase Access to Care.
    - i. Objectives:
      - a) Expand specialized, trauma-informed behavioral health services tailored to the needs of CSEC youth.
      - b) Strengthen cross-system coordination between behavioral health, child welfare, probation, education, and CSEC advocacy organizations.
  - b. Reduce Untreated Behavioral Health Conditions.
    - i. Objectives:
      - a) Increase early identification of trauma, mental health needs, and substance use concerns through screening in child welfare, schools, shelters, and community programs.
      - b) Expand Early Intervention services designed specifically for CSEC youth.
      - c) Improve continuity of care through warm handoffs, multidisciplinary teaming, and coordinated care plans.
9. Key Outcomes:
- a. Related to increased access to care.
    - i. More CSEC youth successfully engage in behavioral health services.
    - ii. Reduce wait times for assessment, stabilization, and treatment.
    - iii. Increased continuity of care across systems, with fewer youth lost to follow-up.
    - iv. Higher rates of youth reporting safety, trust, and satisfaction with services.
  - b. Related to reduce untreated behavioral health conditions.
    - i. Earlier detection of behavioral health needs among CSEC youth.
    - ii. Reduce severity and duration of untreated trauma symptoms.
    - iii. Improved long term behavioral health outcomes, including reduced crisis episodes and reduced need for higher level care.
10. Provide the DBH Research and Evaluation Section (R&E) with important outcome information throughout the term of any contract awarded. R&E will notify the Contractor(s) when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

11. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.
12. Collect, analyze, and report on evaluation elements and their outcomes as defined by DBH.

### **XIII. FISCAL PROVISIONS**

- A. The maximum financial obligation of DBH under this MOU shall not exceed \$1,116,351, as described in the attached CASE Program Budgets for FY 2026–27, FY 2027–28, FY 2028–29 (**Attachment A**). The consideration to be paid to CNET and Public Defender, as described herein, shall be in full payment for staff salaries and benefit expenses incurred in the performance of this MOU. Services and supplies will relate to clinical interventions, social services, outreach, and/or education and training overseen by CNET and are subject to approval by the CASE Steering Committee. All CASE participants are eligible for reimbursement for services and supplies. CNET will facilitate the reimbursement process of all expenses incurred under this MOU. The maximum amount of DBH reimbursement is as follows:
  1. For FY 2026-27, reimbursement shall not exceed a total of three hundred fifty-seven thousand, three hundred and twenty-two dollars (\$357,322), including three hundred ten thousand, seven hundred and fourteen dollars (\$310,714) in salaries and benefits, and forty-six thousand, six hundred and eight dollars (\$46,608) in services and supplies.
  2. For FY 2027-28, reimbursement shall not exceed a total of three hundred and seventy-one thousand, nine hundred and ninety dollars (\$371,990), including three hundred and twenty-three thousand, and three dollars (\$323,003) in salaries and benefits and forty-eight thousand, nine hundred and eighty-seven dollars (\$48,987) in services and supplies.
  3. For FY 2028-29, reimbursement shall not exceed a total amount of three hundred eighty-seven thousand, and thirty-nine dollars (\$387,039), including three hundred and thirty-five thousand, eight hundred and eight dollars (\$335,808) in salaries and benefits and fifty-one thousand, two hundred and thirty-one dollars (\$51,231) in services and supplies.
- B. Payment will be based on actual costs. Cost reimbursement will be based on the program budget(s) for the designated fiscal year, unless changed and approved by DBH Fiscal and Program staff, as well as DBH's Director or designee.
- C. CNET and Public Defender will retain records of all items submitted for reimbursement.
- D. Compensation may be reduced or withheld in the event that CNET and/or Public Defender, fails to comply with the provisions of this MOU or does not perform in accordance with the terms of this MOU.
- E. Reimbursement shall occur on a quarterly basis for approved expenses incurred and claimed by CNET and Public Defender. No later **than twenty (20) calendar days** following

the quarter of service, CNET and Public Defender shall submit claims for payment for the reporting quarter, in a format acceptable to DBH. Quarterly claims will be sent to:

Department of Behavioral Health

Attn: BHSA Administration

950 S. Sunwest Ln Ste 200

San Bernardino, CA 92415

[DBH-PEI@dbh.sbcounty.gov](mailto:DBH-PEI@dbh.sbcounty.gov)

- F. DBH Fiscal Services unit will obtain appropriate DBH program manager approval for payment. Once the appropriate approval(s) are received, the claim will be processed for payment. Payment shall be limited to the approved budget expenses.
- G. Payments shall be processed by DBH Fiscal Services no later than thirty (30) calendar days after receipt of an approved claim for payment (reimbursement) from CNET and Public Defender.
- H. Payments by DBH to CNET and Public Defender for expenditures will be made via interdepartmental fund transfers. CNET and Public Defender will include their accounting string on each claim. DBH Fiscal Services will provide CNET and Public Defender with a courtesy copy of each transfer.
- I. Costs for services under the terms of this MOU will be incurred during the MOU period except as approved in writing by the Director of DBH. CNET, and Public Defender will not use current year funds to pay prior or future year obligations.
- J. Funds made available under this MOU shall not supplant any Federal, State or any governmental funds intended for services of the same nature as this MOU. CNET and Public Defender shall not claim reimbursement or payment for, or apply sums received from DBH, with respect to that portion of its obligations which have been paid by another source of revenue. CNET and Public Defender agrees that it will not use funds received pursuant to this MOU, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval from DBH.
- K. Upon written demonstration of need by CNET and Public Defender, and at the option of DBH funds may be advanced to CNET and Public Defender by DBH upon approval in writing of DBH Director. Any such advance will cause the amounts payable to CNET and Public Defender in subsequent months to be reduced to the amount determined by dividing the balance left by the number of months remaining in the MOU term. No advance will increase the amount shown in Paragraph A of this Section.
- L. Prohibited Payments.
  - 1. CNET/DBH shall make no payment to CASE participants other than payment for services covered under this MOU:
    - a. Furnished by an individual or entity to whom the County has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless

CNET/DBH determines there is good cause not to suspend such payments.

- b. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.
- M.** In accordance with **Attachment A**, CFS shall use Child Welfare Services (CWS) funding to pay for an Associate Network Officer and SSP staff positions for this program in the amount of \$196,254 for fiscal year 2026-27, \$196,254 for fiscal year 2027-28, and \$196,254 for fiscal year 2028-29.
- N.** In accordance with **Attachment A**, Probation shall use Probation General Funds to pay for a P.O. staff position for this program in the amount of \$120,000 for fiscal year 2026-27, \$125,000 for fiscal year 2027-28, and \$130,000 for fiscal year 2028-29.
- O.** In accordance with **Attachment A**, DPH shall use Rx4Kids funding from CFS funding to pay for a PHN staff position for this program in the amount of \$39,153 for fiscal year 2026-27, \$39,153 for fiscal year 2027-28, and \$39,153 for fiscal year 2028-29.
- P.** DA, Sheriff, and SBCSS agree to be non-financial participants of this MOU.

#### **XIV. RIGHT TO MONITOR AND AUDIT**

- A.** The CNET 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 items pertinent to the CASE Program as requested, and shall have absolute right to monitor the performance of all Parties funded under this MOU, in the delivery of services provided under this MOU. Full cooperation shall be given by all Parties in any auditing or monitoring conducted.
- B.** All Parties shall cooperate with CNET in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- C.** All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by DBH Fiscal Services staff for DBH, and Federal and State representatives for a period of ten years after final payment under the MOU or until all pending County, State and Federal audits are completed, whichever is later. Records belonging to all Parties, 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.** All Parties shall provide all reasonable facilities and assistance for the safety and convenience of CNET'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.
- E.** If a post MOU audit finds that funds reimbursed to CNET and/or Public Defender under this MOU were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services, the difference shall be

reimbursed on demand by CNET, DPH and/or Public Defender to CNET using one of the following methods, which shall be at the selection of CNET:

1. Payment of total.
2. Payment on a quarterly schedule of reimbursement.

#### **XV. TERM**

This MOU is effective July 1, 2026, through June 30, 2029, but may be terminated earlier in accordance with provisions in Section XVI this MOU. This MOU may be extended for an additional two (2), one (1) - year periods upon written agreement of all Parties, unless terminated earlier according to provisions in the Section XVI of this MOU.

#### **XVI. EARLY TERMINATION**

- A. This MOU may be terminated without cause upon thirty (30) days written notice by any Party. CNET's Director is authorized to exercise CNET's rights with respect to any termination of this MOU. Any of the department Directors named in this MOU, or his/her appointed designee, has authority to terminate this MOU on behalf of his/her department.
- B. CNET and Public Defender will only be reimbursed for costs and un-cancelable obligations incurred prior to the date of termination. CNET and Public Defender will not be reimbursed for costs incurred after the date of termination.
- C. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, CNET may immediately terminate this MOU upon written notice to all Parties.

#### **XVII. GENERAL PROVISIONS**

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in 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 further 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. Each of the parties to this MOU are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this MOU.
- D. All Parties agree not to enter into any subcontracting agreements for work contemplated

under the MOU without first obtaining written approval from the DBH and CNET Director. Any subcontractor shall be subject to the same provisions as all Parties in addition to all contract provision as required by County.

1. If a Party intends to subcontract any part of the services provided under this MOU to a separate and independent agency or agencies, the contracting Party must submit a written Memorandum of Understanding (MOU) with that agency or agencies with original signatures to CNET. The MOU must clearly define the following:
    - a. The name of the subcontracting agency.
    - b. The amount (units, minutes, etc.) and types of services to be rendered under the MOU.
    - c. The amount of funding to be paid to the subcontracting agency.
    - d. The subcontracting agency's role and responsibilities in relation to this MOU.
    - e. A detailed description of the methods by which the Party will ensure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
  2. Any subcontracting agency must be approved in writing by CNET and shall be subject to all applicable provisions of this MOU. The contracting Party will be fully responsible for any performance of a subcontracting agency. CNET will not reimburse contracting Party or Subcontractor for any expenses rendered by a subcontractor NOT approved in writing by CNET.
- E. Requirements of the BHSA, and those imposed by the State Behavioral Health Services Oversight & Accountability Commission (BHSOAC) and DHCS, supersede provisions of this MOU.
- F. Without CNET's and the Steering Committee's prior written consent, this MOU is not assignable by any Party, either in whole or in part.
- G. This MOU shall be governed by and construed according to the laws of the State of California.
- H. The Parties acknowledge and agree that this MOU was entered into and intended to be performed in San Bernardino County, California. The Parties agree that the venue of any action or claim brought by any party to this MOU will be the Superior Court of California, San Bernardino County, San Bernardino District. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this MOU is brought by any third party and filed in another venue, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**XVIII. CONCLUSION**

- A. This MOU, consisting of thirty–three (33) pages and Attachments, is the full and complete document describing the collaborative partnership and services to be rendered by all Parties, 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 department/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.

SAN BERNARDINO COUNTY

SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOLS

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

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  
San Bernardino County

Name Richard De Nava  
*(Print or type name of person signing contract)*

Title Chief Business Officer  
*(Print or Type)*

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address 601 N. E Street  
San Bernardino, CA 92415

APPROVED TO LEGAL FORM

Signature \_\_\_\_\_  
Daniella V. Hernandez, Deputy County  
Counsel

Date \_\_\_\_\_  
Address 385 N. Arrowhead Avenue  
San Bernardino, CA 92415-0140

## CASE Total Budgets Fiscal Years 2026-27/2027-28/2028-29

| County Department                              | Fiscal Year 2026-27 | Fiscal Year 2027-28 | Fiscal Year 2028-29 | Funding Source  |
|--|---------------------|---------------------|---------------------|---|
| <b>Behavioral Health</b>                       |                     |                     |                     |   |
| • Alcohol and Drug Counselor (.25 FTE)         | \$ 38,463           | \$ 40,386           | \$ 42,405           | DBH/Behavioral Health Services Act (BHSA) Funds         |
| • Social Worker II (1.0 FTE)                   | <u>\$ 95,499</u>    | <u>\$100,274</u>    | <u>\$105,288</u>    |   |
| <b>Subtotal</b>                                | \$133,962           | \$140,660           | \$147,693           |   |
| <b>Children's Network</b>                      |                     |                     |                     |   |
| • Office Assistant III (.25 FTE)               | \$ 14,419           | \$ 15,140           | \$ 15,896           | DBH/BHSA Funds  |
| • Services and Supplies                        | <u>\$ 33,108</u>    | <u>\$ 32,387</u>    | <u>\$ 31,631</u>    |   |
| <b>Subtotal</b>                                | \$ 47,527           | \$ 47,527           | \$ 47,527           |   |
| <b>Public Defender</b>                         |                     |                     |                     |   |
| • Social Service Practitioner (1.0 FTE)        | \$162,333           | \$167,203           | \$172,219           | DBH/BHSA Funds  |
| • Services and Supplies                        | <u>\$ 13,500</u>    | <u>\$ 16,600</u>    | <u>\$ 19,600</u>    |   |
| <b>Subtotal</b>                                | \$175,833           | \$183,803           | \$191,819           |   |
| • <b>Total Salaries</b>                        | <b>\$310,714</b>    | <b>\$323,003</b>    | <b>\$335,808</b>    | <b>DBH/BHSA Funds</b>                                   |
| • <b>Total Services and Supplies</b>           | <b>\$ 46,608</b>    | <b>\$ 48,987</b>    | <b>\$ 51,231</b>    |   |
| <b>Totals of DBH/BHSA Funding</b>              | <b>\$357,322</b>    | <b>\$371,990</b>    | <b>\$387,039</b>    |   |
| <b>CFS</b>                                     |                     |                     |                     |   |
| • Associate Network Officer (.25 FTE)          | \$ 37,154           | \$ 37,154           | \$ 37,154           | CFS/Child Welfare Services (CWS) Funds<br>CFS/CWS Funds |
| • Social Services Practitioner (SSP) (1.0 FTE) | <u>\$159,100</u>    | <u>\$159,100</u>    | <u>\$159,100</u>    |   |
| <b>Subtotal</b>                                | \$196,254           | \$196,254           | \$196,254           |   |
| <b>Probation</b>                               |                     |                     |                     |   |
| • Probation Officer (1.0 FTE)                  | \$120,000           | \$125,000           | \$130,000           | Probation General Fund                                  |
| <b>Public Health</b>                           |                     |                     |                     |   |
| • Public Health Nurse (.25 FTE)                | \$ 39,153           | \$ 39,153           | \$ 39,153           | Rx4Kids/ CFS Funds                                      |
| • <b>Total Salaries</b>                        |                     |                     |                     | <b>Non-DBH Funds</b>                                    |
| <b>Totals of Non-DBH Paid Funding</b>          | <b>\$355,407</b>    | <b>\$360,407</b>    | <b>\$365,407</b>    |   |
| • <b>Total Salaries</b>                        | <b>\$666,121</b>    | <b>\$683,410</b>    | <b>\$701,215</b>    |   |
| • <b>Total Services and Supplies</b>           | <b>\$ 46,608</b>    | <b>\$ 48,987</b>    | <b>\$ 51,231</b>    |   |
| <b>TOTAL CASE FUNDING BY FISCAL YEAR</b>       | <b>\$712,729</b>    | <b>\$732,397</b>    | <b>\$752,446</b>    |   |
| <b>TOTAL CASE FUNDING</b>                      |                     |                     |                     | <b>\$2,197,572</b>                                      |

CASE LOGIC MODEL

| <b>Goals</b>  | <b>Objectives</b>  | <b>Strategies</b>   | <b>Interim Outcomes (IO)</b>  | <b>IO Measurement Method or Tool and Frequency of Administration</b>                                | <b>Key Outcomes (KO)</b>  | <b>KO Measurement Method or Tool and Frequency of Administration</b>                                     |
|---|--|---|---|---|---|--|
| <b>Funding-Source-Specific Goal (BHSA) in this example)</b> | <b>Specific Objective that Theoretically Supports Goal</b>   | <b>EBPs, Treatment Approaches, Interventions</b>  | <b>As Relates to Objective(s)</b>   | <b>Measurement Method or Tool and Frequency of Administration</b>                                   | <b>As Relates to Goal(s)</b>  | <b>Measurement Method or Tool and Frequency of Administration</b>  |
| Increase Access to Care                                     | Raise Public Awareness of CSEC Issues and Availability of Community Resources                                      | Participate in Community Educational Events   | Informational materials will be provided by CASE team members at four events per year.        | Informational cards with electronic survey will be provided at each event.                          | Refer individuals who need treatment or other mental health services  | Survey to assess participant's knowledge, ability, and willingness to refer individuals for services.    |
|   | Train Various agency/Department Staff on the Identification and Availability of Community Resources for CSEC Youth | Staff Trainings   | Staff Trainings will be conducted two times per year.   | Dates of trainings and attendance will be tracked and reviewed by Steering Committee                | (a) Identify signs of CSEC involvement, (b) provide support to address the mental health needs CSEC victim, and (c) refer for services. | (a) Survey to assess knowledge of CSEC presentation, and (b) knowledge of initial supportive activities, |
| Reduce Untreated Behavioral Health Conditions               | Identify youth who are potentially CSEC Victims  | Screening Tool: CFS, Probation and the Public Defender's Office shall use their own internal CSEC screening tool for referrals to CASE. | All CASE involved agencies will implement a screening tool to identify potential CSEC Victims | Number of (a) screenings conducted and (b) referrals for full evaluation made based upon screenings | Improve Recovery, including mental emotional and relational functioning   | Pre/Post analysis of CANS  |
|   | Access needed resources and treatment  | Case Coordination including Child & Family Team Meetings  | Increase the number CSEC victims accessing needed resources and treatment                     | Count of CSEC Victims (a) accessing services and (b) engaged in services                            | Reduce Symptoms and Improve Recovery, including mental emotional and relational functioning   | Pre/Post analysis of CANS  |

Behavioral Health Services and Supports (BHSS) - Programs designed to strengthen California's behavioral health system by promoting early identification of mental health and substance use needs, expanding access to timely and culturally responsive care, and reducing disparities across communities. BHSS emphasizes early intervention to address emerging symptoms before they progress, particularly for children, youth, and young adults, and supports outreach and engagement efforts that connect individuals, especially those who are underserved or disconnected from care, to appropriate services. Through these coordinated activities, BHSS aims to enhance community wellness, improve long-term outcomes, and ensure a comprehensive continuum of prevention, intervention, treatment, and recovery supports.

**ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**

**DPH, CFS, CNET, DA, Probation, Public Defender, SBCSS, and Sheriff (defined herein as Contractor) shall:**

To the extent consistent with the provisions of this MOU, 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.

**DATA SECURITY REQUIREMENTS**

Pursuant to its contract with the State Department of Health Care Services, the Department of Behavioral Health (DBH) requires DPH comply with the following:

**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 DPH'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. DPH 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. DPH 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 re-authentication of the user session after no more than twenty  
  
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. 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 E-Mail.
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. DPH 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. DPH 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 MOU for more than 24 hours.

2. Data Backup Plan. DPH 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 DPH except with express written permission of DBH. DBH PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of DPH's locations to another of DPH's locations.
5. 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.
6. 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.