MEMORANDUM OF UNDERSTANDING

BETWEEN

County of San Bernardino Department of Behavioral Health

and

County of San Bernardino Children and Family Services

and

County of San Bernardino Probation Department

and

San Bernardino County Superintendent of Schools

and

Department of Rehabilitation

and

Inland Counties Regional Center, Inc.

for

Joint Interagency Leadership for Services to Children, Adolescents, and Families

September 15, 2020

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

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

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

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

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

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

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

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I. DEFINITIONS

A. Authorization for Release of Protected Health Information – A Health Insurance Portability and Accountability Act (HIPAA) compliant authorization signed by the client or client's legal representative, authorizing DBH to release the client's information to a designated recipient. This form must be completed thoroughly with specified records to be shared, a designated time frame and expiration date, as well as a signature by the DBH client or his/her legal representative. If the form is signed by a legal representative, proof from the court system designating legal representation must accompany the request.

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

C. Child and Family Team (CFT) – A group that forms to meet the needs of an eligible child through whatever means possible. 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 (50%) of the Child and Family Team Meeting (CFTM). This team includes the child, parents, caregivers, relatives, County Social Worker, Probation Officer, or Behavioral Health clinical staff, and anyone else the family identifies as a member.

D. Children and Family Services (CFS) – The County department that administers programs designed to address child abuse and neglect issues in the County of San Bernardino (County). CFS provides family-centered programs and services designed to ensure safe, permanent, nurturing families for San Bernardino County's children while strengthening and attempting to preserve the family unit. CFS provides support for families as it works toward the goal of reducing risks to children, improving parenting skills, and strengthening social support networks for families.

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

F. Collaboration – A process that involves exchanging information, aligning activities, sharing resources, and enhancing the capacity of one another to achieve mutual benefits and a common purpose by sharing responsibilities, resources, risks, and rewards. Often collaborations form public and private partnerships, and include representation from the population to be served. They meet regularly, working together in small groups, often performing different tasks and roles to achieve a common objective.

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

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

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

J. Health Insurance Portability and Accountability Act (HIPPA) – A federal law designed to improve portability and continuity of health insurance coverage in the group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery, to promote the use of medical savings accounts, to improve access to long-term care services and coverage, to simplify the administration of health insurance, and for other purposes.

K. Inland Counties Regional Center, Inc. (IRC) – A non-profit, private community-based agency that assists with providing services and supports for individuals with developmental disabilities throughout Riverside and San Bernardino counties.

L. Intensive Care Coordination (ICC) – ICC is a targeted case management service that facilitates assessment of, care planning for, and coordination of services to beneficiaries under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service. ICC service components include assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the ICPM, including the establishment of the CFT to ensure facilitation of a collaborative relationship among a child, their family, and involved child-serving systems. ICC also provides an ICC Coordinator who ensures that medically necessary services are accessed, coordinated, and delivered in a strength-based, individualized, client-driven, and culturally and linguistically competent manner.

M. Integrated Core Practice Model (ICPM) – An articulation of the shared values, core components, and standards of practice expected from those serving California's children, youth, and families. It sets out specific expectations for practice behaviors for staff in direct service as well as those who serve in supervisory and leadership roles in child welfare, juvenile probation, and behavioral health as they work together in integrated teams to assure effective service delivery for California's children, youth, and families. Additionally, the ICPM promotes a set of values, principles, and practices that is meant to be shared by all who seek to support children, youth, and families including tribal partners, education, other Health and Human Services Agencies, or community partners. The five key components within the ICPM include: engagement, assessment, service planning/implementation, monitoring/adapting, and transitions.

N. Interagency Leadership Team (ILT) – The ILT serves as the governing body of the collaborative and will consist of the Director of DBH or their designee, the Director of DOR or their designee, the Director of CFS or their designee, the Chief Probation Officer or their designee, the Superintendent of the County Office of Education or their designee, and the Director of the IRC or their designee.

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

P. Joint Interagency Leadership for Services to Children, Adolescents, and Families (JILS-CAF) – Members of the JILS-CAF will represent stakeholders in the ICPM. Members may include, but are not limited to the following: parents, foster children, Dependency Court, County Counsel, CFS, DBH, Probation, DOR, Children's Network, Tribes, IRC, SBCSS, and Child Welfare Advocacy Groups. The JILS-CAF will work under the direction of the ILT.

Q. Katie A. Settlement – Settlement following class action suit of July 18, 2002, alleging violations of federal Medicaid laws, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and California Government Code Section 11135. The suit sought to improve the provision of mental health and supportive services for children and youth in, or at imminent risk of placement in, foster care in California. Settlement occurred on December 2, 2011, when the presiding judge issued an order approving a proposed settlement of the case. The Settlement Agreement seeks

to accomplish systemic change for mental health services to children and youth within the class by promoting, adopting, and endorsing systematic screening for mental health needs by child welfare agencies and three new service array approaches for existing Medicaid covered services. CDSS and DHCS worked together with the federal court appointed Special Master, the plaintiffs' counsel, and other stakeholders to develop and implement a plan to accomplish the terms of the Settlement Agreement.

R. 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.).

S. Probation Department (Probation) –The County department whose mission is to protect the community through assessment, treatment and control of adult and juvenile offenders by providing a range of effective services based on legal requirements and recognized professional standards.

T. 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. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; in records described at 20 U.S.C. 1232g(a)(4)(B)(iv); in employment records held by a covered entity in its role as employer; and regarding a person who has been deceased for more than fifty (50) years.

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

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

W. Sub–Class Members – Katie A. sub-class members potentially include children/youth (up to age 21) that are eligible for full-scope Medi-Cal (Title XIX), have an open child welfare service case, and meet the medical necessity criteria for Specialty Mental Health Services (CCR Title 9, Section 1830.205 or Section 1830.210). In addition to the above, children/youth must also be:

- Current participants or eligible for Wraparound, Therapeutic Foster Care, specialized care rate due to behavioral health needs, or other intensive Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services including, but not limited to, Therapeutic Behavioral Services or crisis stabilization/intervention, or
- Current participants or eligible for group home (RCL 10 or above), a psychiatric hospital or 24-hour mental health treatment facility (e.g., psychiatric inpatient hospital, Community Residential Treatment Facility), or have experienced three (3) or more placements within twenty-four (24) months due to behavioral health needs.

X. System Partners – Agencies and entities that will collaborate to implement the ICPM. DBH, CFS, Probation, SBCSS, DOR, and IRC will serve as partners in the development and implementation of this MOU to ensure programs and policies reflect a coordinated, integrated, and effective delivery of services for children, youth, and families, including children and youth who have experienced severe trauma.

Y. Therapeutic Foster Care (TFC) – A short-term, intensive, highly coordinated, trauma informed and individualized rehabilitative service covered under Medi-Cal that is provided to a child/youth up to age 21 with complex emotional and behavioral needs who is placed with trained and supported TFC parents.

Z. Trauma-Informed Care (TIC) Training – Teaches basic trauma-informed knowledge, skills, and values about working with children who are in the child welfare system who have experienced trauma. Trauma-informed organizations, programs, and services are based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate, so that these services and programs can be more supportive and avoid re-traumatization. For more information, refer to the National Child Stress network at http://nctsn.org/.

AA. Welfare and Institutions Code (WIC) Section 16521.6 – Enacted by Assembly Bill 2083, requires each county to develop and implement a MOU establishing roles and responsibilities of agencies and entities that serve children and youth in foster care who have experienced serve trauma. Participants shall include, but not be limited to, the following agencies: child welfare, probation department, behavioral health department, county office of education, and regional centers that serve children and youth with development disabilities, and other child welfare advocacy groups.

Additionally, the county will establish and operate an ILT and IPC requiring commitment to implementation of the ICPM at the county level.

California Health and Human Services and the Superintendent of Public Instruction shall establish a joint interagency resolution team with their primary role to develop and provide guidance to counties, county offices of education, and regional centers to support the implementation of the MOU.

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

II. PURPOSE

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

III. SYSTEM PARTNERS

The System Partners consist of: DBH, CFS, Probation, SBCSS, DOR, and IRC. The System Partners will work collaboratively and agree to:

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

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

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

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

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

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

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

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

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

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

K. Meet yearly and as needed to ensure the MOU remains current.

IV. INTERAGENCY LEADERSHIP TEAM

A. The ILT shall consist of System Partners' decision makers or their designees. The ILT will:

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

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

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

4. Collaborate in decision making, however, Standing Order applies to all agencies and entities engaged in the core practices and team approach.

B. The ILT is the executive level body for the partnership who will attend ILT meetings. ILT meetings will be held quarterly. The agencies will rotate co-facilitator responsibilities for sharing information, meeting notices, recording minutes, and securing meeting venues. A template shall be used for the meeting minutes to maintain consistency. The minutes shall be housed in a central location.

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

A. JILS-CAF members include parents, foster children, Dependency Court, County Counsel, CFS, IRC, DBH, DOR, Probation, Children's Network, and Child Welfare Advocacy Groups. JILS-CAF will:

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

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

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

VI. INTERAGENCY PLACEMENT COMMITTEE

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

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

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

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

2. Rate Classification Level (RCL) 14.

3. Community Treatment Facility (CTF).

4. Out-of-state placement.

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

D. The IPC Chair will:

1. Complete the IPC recommendation and Therapeutic Behavioral Services (TBS) forms.

2. Obtain required signatures on out-of-state forms.

3. Complete Certification of the Child forms.

4. Notify CFS and Probation of the deadline for IPC referrals for upcoming IPC meetings.

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

F. Probation has a multi-method approach to monitor and support transition planning for youth, which includes:

1. Conducting CFTMs.

2. Completing appropriate case plans with the youth and family providing input, pre and discharge planning for the youth.

3. Facilitating post discharge connection to supportive services and activities.

VII. SCREENING, ASSESSMENT, AND ENTRY INTO CARE

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

1. Use integrated assessments and promote access to efficient services.

2. Develop resources for sharing of client related information such that assessment and planning documents may be accessed by service personnel within the scope of their duties and the law.

3. Collaborate and share client information such as CANS scores and IEPs to adhere to timely access standards.

B. DBH Children's Youth and Collaborative Services (CYCS) will:

1. Review the Monthly Case Load (MCL) report using data from the DBH County's billing and transactional database system combined with CFS data to insure the necessary and legal timelines for services are being met.

2. Provide the MCL report to MHP contract providers to assess for potential Katie A. subclass members who may not already be identified by reviewing if there is an open CFS case and a CANS high Core Actionable Needs (CAIR) score.

3. Work with MHP contract providers by providing MCL feedback so Katie A. subclass effective dates can be accurately recorded and Katie A. subclass members are receiving entitled Intensive Care Coordination every three months.

C. System Partners enhance unified service planning through the Healthy Homes service. As part of the Juvenile Court Behavioral Health Services (JCBHS) Program, DBH Healthy Home Clinicians are co-located at CFS regional offices to provide assistance to CFS staff to screen, assess, and facilitate access to mental health services for dependents. In order to facilitate timely access to mental health services for dependent children/youth, CFS staff are requested to schedule children/youth ages 6-18 years for a Healthy Homes assessment within seven (7) days of detainment. For children 0-5 years, CFS staff will schedule an assessment with a clinician in the DBH Screening, Assessment, Referrals, and Treatment (SART) Program. After the assessment, DBH Clinicians facilitate access and linkage to services with other Mental Health Plan Providers. Healthy Homes clinicians may also provide early intervention services to dependents on a limited basis, if this is the most appropriate service available for the child. DBH Clinicians are available for consultation with CFS staff regarding dependents in their care; and facilitate access to services to children/youth who are re-screened for mental health services annually.

VIII. CHILD AND FAMILY TEAM AND UNIFIED SERVICE PLANNING

A. In an effort to maximize planning and family engagement, the System Partners, as applicable, will:

1. Provide for a single, unified teaming process for all youth in care. Typically, the agency with legal jurisdiction will convene and document the CFT.

2. Make an effort to ensure family voice, choice, and ownership of the individualized service plan.

3. Make an effort to ensure family members and family representatives constitute a minimum of fifty percent (50%) of the CFTM. This team includes the child, parents, caregivers, relatives, County Social Worker, Probation Officer, Local Educational Agency, Behavioral Health clinical staff, and anyone else the family identifies as a member.

4. Work toward coordination of mental health care and educational services for all youth in the foster care system.

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

1. Explain the components of the ICPM.

2. Provide an overview of Katie A. History.

3. Ensure staff comprehends the Continuum of Care (CCR) Reform.

4. Provide instruction on how to facilitate CFTMs from a trauma informed perspective.

5. Provide instruction on how to introduce the CANS to families and clients.

6. Provide instruction on how to integrate the CANS in the facilitation of CFTMs.

7. Identify the roles and responsibilities of an Intensive Care Coordinator.

8. Provide the framework on how to document the CFTM appropriately.

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

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

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

X. INFORMATION AND DATA SHARING

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

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

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

XI. STAFF RECRUITMENT, TRAINING, AND COACHING

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

1. Coordinate and deliver via joint process.

2. Train or provide in-service that may be beneficial to System Partners' staff.

3. Use training resources.

B. The System Partners will provide TIC training and ensure training has been completed as follows:

1. Probation will provide ongoing TIC training to all sworn personnel: Probation Officers, Probation Correction Officers, supervisors, managers, and chiefs.
2. DBH will provide training in the following topics: Traumatic Stress, Essential Elements of Trauma informed Practice, and Common Factors of Trauma Informed Interventions.
3. CFS provides TIC training, it is incorporated in the training plan and heavily documented to show its completion.

XII. FINANCIAL RESOURCE MANAGEMENT AND COST SHARING

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

XIII. DISPUTE RESOLUTION

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

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

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

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

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

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

1. Provide encouragement and advocates for the Resource Family throughout the Resource Family Approval (RFA) process.

2. Assist the Resource Family understand CFS' expectations, support early engagement for Resource Parent trainings, gather and provide information regarding resources for caregivers, and co-facilitate trainings and RFA workshops.

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

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

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

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

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

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

1. DBH and CFS staff meet monthly with FFS-MHS/TFC providers as a workgroup. Through this workgroup, DBH, CFS, and FFS-MHS/TFC providers are collaborating to facilitate the "stepping down" or placement of youth in STRTPs into TFC Resource Parent homes. For example, FFA-MHS/TFC providers are providing weekly information to CFS on the number of Resource families with TFC vacancies.

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

XV. CHILDREN AND YOUTH SYSTEM OF CARE STATE TA TEAM

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

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

B. Provide TA for child or youth-specific cases.

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

2. Request for technical assistance must include:

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

b. Barriers identified by systems partners.

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

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

XVI. DBH RESPONSIBILITIES

DBH will:

A. Obtain a valid Authorization for Release of PHI from DBH client prior to sharing any PHI with CFS, Probation, SBCSS, DOR, or IRC and in the performance of required services.

B. Pursuant to HIPAA, DBH has implemented administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI transmitted or maintained in any form or medium.

C. Provide a co-facilitator to the ILT. The co-facilitator will assist in organizing, planning, and the development of the agenda for regular meetings, recording meetings, and implementing the decisions of the System Partners, whenever relevant to the implementation and fidelity of the ICPM.

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

E. Communicate to CFS the results of the assessment and initiate appropriate referrals and services upon completion of the assessment.

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

XVII. CFS RESPONSIBILITIES

CFS will:

A. Provide a co-facilitator to the ILT and work with the DBH co-facilitator to ensure the System Partners are effective in overseeing the implementation of the ICPM. The co-facilitator will share the responsibilities with DBH staff, as identified in this MOU.

B. Provide DBH with a monthly report identifying all potential sub-class members.

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

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

XVIII. PROBATION RESPONSIBILITIES

Probation will:

A. Provide a consistent representative to the ILT.

B. Convene and participate as necessary in CFTM.

XIX. SBCSS RESPONSIBILITIES

SBCSS will provide a consistent representative to the ILT.

XX. DOR RESPONSIBILITIES

DOR will:

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

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

XXI. IRC RESPONSIBILITIES

IRC will provide a consistent representative to the ILT.

XXII. MUTUAL RESPONSIBILITIES

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

1. Work with all parties to resolve any difficulties with the execution of any part of this MOU in a collaborative and professional manner.

2. Insure a designee attends scheduled ILT meetings.

3. Collaborate to carry out the shared vision through the ILT and JILS-CAF.

B. Client Privacy

1. CFS, Probation, SBCSS, DOR, and IRC shall review applicable County policies, procedures, and/or requirements and assure any assigned staff required to perform services under this MOU adhere to said policies, procedures, and requirements. This may include, but is not limited to policies, laws, and regulations pertaining to protection of client privacy and appropriate safeguarding measures.

2. Should CFS, Probation, SBCSS, DOR, or IRC require the need to obtain PHI of a DBH client, CFS Probation, SBCSS, DOR, or IRC must follow appropriate methods of obtaining authorization to access PHI. This includes through a valid court order or subpoena or a signed Authorization for Release of PHI (this form can be obtained by DBH and is located on the DBH website forms index).

D. Privacy and Security

1. To the extent required by law and/or County policy, CFS, DBH, Probation, SBCSS, DOR, and IRC shall comply with any County applicable privacy-related policies pertaining to PHI and PII, as well as applicable State and Federal regulations pertaining to privacy and security of client information. DBH has a specific responsibility to comply with all applicable State and Federal regulations pertaining to privacy and security of client PHI and strictly maintain the confidentiality of behavioral health records, and all Parties shall assist DBH in upholding said confidentiality by applying safeguards as discussed herein Regulations have been promulgated governing the privacy and security of Individually Identifiable Health Information (IIHI), PHI, or electronic (e-PHI).

2. In addition to the aforementioned protection of IIHI, PHI, and e-PHI, DBH requires, to the extent required by law, CFS, Probation, SBCSS, DOR, and IRC to adhere to the protection of PII and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas, Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining or verifying eligibility that can be used alone or in conjunction with any other information to identify an individual.

3. 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, CFS, Probation, SBCSS, DOR, and IRC agrees to report to DBH no later than one (1) business day upon the discovery of a potential breach. CFS, Probation, SBCSS, DOR, and IRC shall cooperate and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.

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

5. Non-County Entities

Non-County Entities shall ensure that all staff, volunteers, and/or subcontractors performing services under this MOU comply with the items below prior to providing any services. Additional information concerning these requirements is specified at http://hss.sbcounty.gov/Privacy. The information contained thereat is hereby incorporated by this reference.

a. Read, understand and comply with the Privacy and Security Requirements Summary.

b. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.

c. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.

d. Report actual, suspected, or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail at: HSPrivacySecurityOfficer@hss.sbcounty.gov.

XXIII. FISCAL PROVISIONS

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

XXIV. RIGHT TO MONITOR AND AUDIT

A. DBH and CFS staff or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of all Parties in the delivery of services provided under this MOU. Full cooperation shall be given by all Parties in any auditing or monitoring conducted.

B. CFS and DBH shall cooperate with each other in the implementation, monitoring, and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.

C. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by DBH Fiscal Services staff, CFS Fiscal Services staff, Federal and State representatives for a period of ten (10) years after termination of the MOU or until all pending County, State, and Federal audits are completed, whichever is later. Records which do not pertain to the services under this MOU shall not be subject to review or audit unless otherwise provided in this MOU. Technical program data shall be retained locally and made available upon DBH's reasonable advance written notice or turned over to DBH.

D. Parties shall provide all reasonable facilities and assistance for the safety and convenience of CFS and DBH's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of all Parties.

XXV. TERM

This MOU is effective as of September 16, 2020 and expires September 15, 2025, but may be terminated earlier in accordance with provisions of Section XXIII of this MOU.

XXVI. EARLY TERMINATION

A. This MOU may be terminated without cause upon thirty (30) days written notice by any party. The CFS Director, or his/her appointed designee, is authorized to exercise CFS's rights with respect to any termination of this MOU. The DBH Director, or his/her appointed designee, has authority to terminate this MOU on behalf of DBH. The Chief Probation Officer, or his/her appointed designee,

has authority to terminate this MOU on behalf of Probation. The San Bernardino County Superintendent of Schools, or his/her appointed designee, has authority to terminate this MOU on behalf of County Office of Education. The DOR Regional Director, or his/her appointed designee, has the authority to terminate this MOU on behalf of DOR. The IRC Executive Director, or his/her appointed designee, has authority to terminate this MOU on behalf of IRC.

B. This MOU may be terminated at any time without cause upon thirty (30) days written notice by the mutual agreement of all parties.

XXVII. GENERAL PROVISIONS

A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of all Parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

XXVIII. CONCLUSION

A. This MOU, consisting of seventeen (17) pages is the full and complete document describing services to be rendered by CFS, DBH, Probation, SBCSS, DOR, and IRC including all covenants, conditions and benefits.

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

C. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

SIGNATURES ON NEXT PAGE

COUNTY OF SAN BERNARDINO
HUMAN SERVICES
CHILDREN AND FAMILY SERVICES

_____
Marlene Hagen
Director
150 S. Lena Rd:
San Bernardino, CA

Date: _____

COUNTY OF SAN BERNARDINO
HUMAN SERVICES
DEPARTMENT OF BEHAVIORAL HEALTH

_____
Dr. Veronica Kelley, LCSW
Director
303 E. Vanderbilt Way:
San Bernardino, CA

Date: _____

COUNTY OF SAN BERNARDINO
PROBATION DEPARTMENT

_____
Michelle Scray Brown
Chief Probation Officer
175 W. Fifth Street
San Bernardino, CA

Date: _____

INLAND COUNTIES REGIONAL CENTER, INC.

_____
Lavinia Johnson
Executive Director
1365 S. Waterman Ave.
San Bernardino, CA

Date: _____

SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS

_____
Katie M. Hylton
Director, Business Support Service
601 North E Street
San Bernardino, CA

Date: _____

DEPARTMENT OF REHABILITATION
INLAND EMPIRE DISTRICT

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

Date: _____

COUNTY OF SAN BERNARDINO

►

_____
Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy