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MEMORANDUM OF UNDERSTANDING

between

**San Bernardino County Department of Behavioral Health
and**

**San Bernardino County Children and Family Services
and**

**San Bernardino County Children's Network
and**

**San Bernardino County District Attorney
and**

**San Bernardino County Probation Department
and**

**San Bernardino County Public Defender
and**

**San Bernardino County Department of Public Health
and**

**San Bernardino County Superintendent of Schools
and**

**San Bernardino County Sheriff's Department
and**

**Superior Court of California – San Bernardino County, Juvenile Court
Division**

for

Coalition Against Sexual Exploitation (CASE) Program

July 1, 2020 – June 30, 2023

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

WHEREAS, San Bernardino County Department of Behavioral Health, hereinafter referred to as “DBH”, San Bernardino County Department of Public Health, hereinafter referred to as “DPH”, San Bernardino County Children and Family Services, hereinafter referred to as “CFS”, San Bernardino County Children’s Network, San Bernardino County District Attorney’s Office, hereinafter referred to as “DA”, San Bernardino County Probation Department, hereinafter referred to as “Probation”, San Bernardino County Public Defender, San Bernardino County Superintendent of Schools, hereinafter referred to as “SBCSS”, San Bernardino County Sheriff’s Department, hereinafter referred to as “Sheriff”, and the Superior Court of California – County of San Bernardino Juvenile Court Division, hereinafter referred to as “Juvenile Court”, are all public entities of San Bernardino County; and

WHEREAS, DBH, DPH, CFS, Children’s Network, DA, Probation, Public Defender, SBCSS, Sheriff and the Juvenile Court 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

WHEREAS, DBH Office of Prevention and Early Intervention (PEI) has been allocated funds by the State Department of Health Care Services (DHCS), through the Mental Health Services Act (MHSA), 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, DBH finds the members of the existing Coalition Against Sexual Exploitation (CASE) Steering Committee, named as Parties to this agreement, qualified to maintain and strengthen the existing collaborative model to implement outreach, education, prevention and intervention activities intended to impact the target population; and CFS serving as the lead agency of this Memorandum of Understanding (MOU); and

WHEREAS, DBH desires that this collaborative effort be partially supported by MHSA PEI funding, and DBH, DPH, CFS, Children’s Network, DA, Probation, Public Defender, SBCSS, Sheriff, and Juvenile Court agree to participate as set forth herein;

As to the County’s Commercially Sexually Exploited Children (CSEC) Program

WHEREAS, an individual who is a commercially sexually exploited child (CSEC) or sexually trafficked, as described in Section 236.1 of the California Penal Code, or who receives food or shelter in exchange for, or who is paid to perform, sexual acts described in Section 236.1 or 11165.1 of the California Penal Code, and whose parent or guardian failed to, or was unable to protect the child, is a commercially sexually exploited child and may be serviced through San Bernardino County’s child welfare system pursuant to California Welfare and Institutions Code Section 300(b)(2); Penal Code Sections 647 and 653.22 subdivision do not apply to a child under 18 years of age who is alleged to have engaged in conduct that would, if committed by an adult, violate this subdivision. A commercially exploited child under this paragraph may be adjudged a dependent child of

the court pursuant to paragraph (2) of subdivision (b) of Section 300 of the California Welfare and Institutions Code and may be taken into temporary custody pursuant to subdivision (a) of Section 305 of the California Welfare and Institutions Code, if the conditions allowing temporary custody without warrant are met; and

WHEREAS, San Bernardino County elected to participate in the 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, the parties to this MOU, DBH, DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff and Juvenile Court have developed the following MOU to guide San Bernardino County's approach to serving CSEC;

NOW THEREFORE, DBH, DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff and Juvenile Court mutually agree 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 MHSA PEI funds. Further, this agreement 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 MHSA Integrated Plan which is approved by the County of San Bernardino Board of Supervisors. 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 (MDTs) and interagency referrals. Legislation (SB 855, Chapter 29, Statutes of 2014) amended the 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. The 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 (SB1322) 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 agreement 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 MHSA PEI goals. The MHSA PEI goals include: increasing recognition of early signs of mental illness and reducing prolonged suffering in children and TAY who are from underserved cultural populations, are individuals experiencing the onset of serious psychiatric illness, are trauma exposed and/or are at risk of experiencing juvenile justice involvement. 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; 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 WIC Section 5600.3, and adults and seniors with severe mental illness, as defined in WIC 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 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.
- C. **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.
- D. **Children and Family Services (CFS):** A department of the County of San Bernardino 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.
- E. **Children Family Team's (CFTM's):** 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.
- F. **Children's Network (CN):** 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.

- G. **Children and Youth Collaborative Services (CYCS):** The administrative and management unit of Children and Youth Collaborative Services oversees the Children's System of Care (CSOC) in San Bernardino County. CYCS will provide the administrative and clinical oversight of the CASE program for the Department of Behavioral Health. The clinical members of CYCS will provide direct services to those youth who are identified as being commercially sexually exploited or those at risk of sexual exploitation. Staff will also participate in the coordination of services provided by contracted agencies to meet the needs of CSEC youth.
- H. **Coalition Against Sexual Exploitation (CASE) Steering Committee:** A collaborative group made up of various County agencies including: DBH, DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff Department and Juvenile Court. 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.
- I. **Commercial 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, is a commercially sexually exploited child. Legislation amended the Welfare and Institutions Code (WIC) (commencing with Section 16524.6) to establish a state-funded county CSEC Program to be administered by the California Department of Public Social Services (CDSS).
- J. **Commercially Exploitation Identification Tool (CSE-IT):** The CSE-IT Tool is a screening tool designed to improve the early identification of children who are commercially sexually exploited.
- K. **Department of Behavioral Health (DBH):** A department of the County of San Bernardino, 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.

- L. **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 Mental Health Services Act service implementation.
- M. **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.
- N. **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.
- O. **Improving Timely Access to Services for Underserved Populations Strategy:** To increase the extent to which an individual or family from an underserved population as defined in Title 9 CA Code of Regulations Section 3200.300 who needs mental health services because of risk or presence of a mental illness receives appropriate services as early in the onset as practicable, through program features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available, and cost of services.
- P. **Inappropriately Served:** Individuals who may be receiving some support, but whose services do not provide the necessary opportunities to participate and/or move forward in pursuing wellness/recovery goals.
- Q. **Institute of Medicine (IOM):** A nonprofit organization specifically created to provide science-based advice on matters of biomedical science, medicine, and health purpose. The IOM was chartered in 1970 as a component of the National Academy of Sciences. The Institute provides a vital service by working outside the framework of government to ensure scientifically informed

analysis and independent guidance. The IOM's mission is to serve as adviser to the nation to improve health. The Institute provides unbiased, evidence-based, and authoritative information and advice concerning health and science policy to policymakers, professionals, leaders in every sector of society, and the public at large.

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

1. **Early Intervention:** Includes services, activities and special programs, directed toward individuals who are exhibiting early signs of a behavioral health condition and other problem behaviors associated with mental illness. The individual could be considered an undiagnosed person in need of diagnosis and a relatively low-intensity, short-duration (less than one year), intervention may be required to measurably improve the behavioral health problem or concern very early in its manifestation. Early intervention is for those experiencing their FIRST episode of mental health problems or concerns.

2. **Early Intervention (EI) Program:** Treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including the applicable negative outcomes listed WIC Section 5840, subdivision (d) that may result from untreated mental illness. EI program services shall not exceed 18 months, unless the individual receiving the service is identified as experiencing first onset of a serious mental illness or emotional disturbance with psychotic features, in which case EI services shall not exceed four years.

S. **Mental Health Services Act (MHSA):** Mental Health Services Act, also known as Proposition 63, imposes a 1% tax on adjusted annual income over \$1,000,000. In November 2004, California voters passed Proposition 63 to adopt the MHSA. According to the MHSA, the intent of the funding is to reduce the long-term adverse impact on individuals, families, and State and local budgets resulting from untreated serious mental illness.

- T. **Mental Illness and Mental Disorder:** As used in the Prevention and Early Intervention regulations means, a syndrome characterized by clinically significant disturbance in an individual's cognition, emotion regulation, or behavior that reflects a dysfunction in the psychological or biological processes underlying mental functioning. Mental illness is usually associated with significant distress or disability in social, occupational, or other important activities. An expected or culturally approved response to a common stressor or loss, such as the death of a loved one, is not mental illness. Social variant behavior (e.g. political, religious, or sexual) and conflicts that are primarily between the individual and society are not mental illness unless the variance or conflict results from a dysfunction in the individual, as described above.
- U. **Multidisciplinary Team (MDT):** Experts representing a range of providers to offer collaborative services through a single source.
- V. **Non-Stigmatizing and Non-Discriminatory Strategy:** Promoting, designing, and implementing Programs in ways that reduce and circumvent stigma, including self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness or seeking mental health services, and making services accessible, welcoming, and positive.
- W. **Outreach:** As used in the Prevention and Early Intervention regulations is a process of engaging, encouraging, educating, and/or training, and learning from potential responders about ways to recognize and respond effectively to early signs of potentially severe and disabling mental illness.
- X. **Outreach for Increasing Recognition of Early Signs of Mental Illness Program:** Process of engaging, encouraging, educating, and/or training, and learning from potential responders about ways to recognize and respond effectively to early signs of potentially severe and disabling mental illness.
- Y. **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.).
- Z. **Potential Responders:** As used in the Prevention and Early Intervention regulations include, but is not limited to: families, employers, primary health care providers, visiting nurses, school personnel, community service providers, peer providers, cultural brokers, law enforcement personnel, emergency medical service providers, people who provide services to individuals who are homeless, family law practitioners such as mediators, child protective services, leaders

of faith-based organizations, and other in a position to identify early signs of potentially severe and disabling mental illness, provide support, and/or refer individuals who need treatment or other mental health services.

AA. Prevention Program: A set of related activities to reduce risk factors for developing a potentially serious mental illness and to build protective factors. The goal of this Program is to bring about mental health including reduction of the applicable negative outcomes listed in WIC Section 5840, subdivision (d) as a result of untreated mental illness for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average and, as applicable, their parents, caregivers, and other family members.

BB. Prevention and Early Intervention (PEI): PEI programs are intended to implement strategies, at the early end of the continuum of behavioral health care, to deter the onset of behavioral health conditions and/or improve a behavioral health problem in the early stages of its development. Inherent in its intent, PEI services contribute to changing community conditions and risk factors that are proven to increase the likelihood of developing a behavioral health condition. The overall goals of PEI include: suicide reduction; reduction of incarcerations; reduction of school failure/dropout rates; reduction of unemployment among behavioral health consumers; reduction of prolonged suffering; reduction of homelessness among consumers; reduction of stigma and discrimination associated with mental illness; and reduce number of minors removed from their homes.

CC. Probation Juvenile Community Corrections Bureau (Probation): A division of the County of San Bernardino's Probation Department that protects the community through assessment, treatment and control of juvenile offenders, by providing a range of effective services based on legal requirements and recognized professional standards.

DD. Program: As used in the Prevention and Early Intervention regulations means a stand-alone organized and planned work, action, or approach that evidence indicates is likely to bring about positive mental health outcomes either for individuals and families with or at risk of serious mental illness or for the mental health system.

EE. 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.

FF. **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.

GG. **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.

HH. **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 Prevention Program, an Early Intervention Program and/or a program providing treatment beyond early onset. Distributing a list of community resources to an individual does not constitute a referral under the subdivision of Improve Timely Access to Service for Underserved Populations Strategy or Program.

II. **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.

JJ. **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 – always with a focus 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.

- KK. **Serious mental illness, serious mental disorder and severe mental illness:** As used in the Prevention and Early Intervention regulations means, a mental illness that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in the inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for along or indefinite period of time. These mental illnesses include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic stress disorder, as well as major affective disorders or other severely disabling mental disorders.
- LL. **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.
- MM. **Stages of Change Model:** The Stages of Change Model (SCM) was originally developed in the 1970s and early 1980s in the context of working with addicts. Recognizing that change does not occur in one step, the model lays out the sequential steps change requires: pre-contemplation, contemplation, preparation, action and maintenance. Since its original development, SCM has since been used in a range of fields to help service providers understand and effectively respond to the process of behavior change.
- NN. **Strategy:** As used in the prevention and Early Intervention regulations means a planned and specified method within a Program intended to achieve a defined goal.
- OO. **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.

PP. Stigma and Discrimination Program: The County's direct activities to reduce negative feelings, attitudes, beliefs, perceptions, stereotypes and/or discrimination related to being diagnosed with a mental illness, having a mental illness, or to seeking mental health services and to increase acceptance, dignity, inclusion, and equity for individuals with mental illness, and members of their families.

QQ. Subcommittee: A subdivision of the existing CASE Steering Committee established to work collaboratively and generate centralized ideas and suggestions for the CASE Steering Committee. Subcommittees cover areas including, but not limited to: training and education, intervention and law enforcement.

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

SS. 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.

TT. Trauma-Informed:

1. According to the Substance Abuse and Mental Health Services Administration (SAMHSA), a program, organization, or system that is trauma-informed:
 - a. Realizes the widespread impact of trauma and understands potential paths for recovery;
 - b. Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
 - c. Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
 - d. Seeks to actively resist re-traumatization
 - e. "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."

UU. Unduplicated: When reporting the number of unduplicated participants/clients for a given year, an individual client shall only be included once for the year – per Prevention and Early

Intervention Program of service, no matter how many times the individual client returns for assistance during the year.

VV. 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.

WW. Victim-Centered: 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

- A. CFS will serve as lead agency of the Steering Committee 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 plan.
- B. Members will include executive level staff from each of the 10 agencies named in this MOU.
- C. Oversee the accomplishment of MHSA PEI goal of increasing recognition of early signs of mental illness and reducing prolonged suffering amongst the target population; and measuring 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.
- D. Continuous evaluation of program outcomes and implementation of effective methods for measuring CASE services will be reviewed regularly.
- E. Provides ongoing oversight and support to ensure the county agencies and partners effectively collaborate to better identify and serve CSEC and youth at risk in becoming CSEC.
- F. Develop Interagency Protocol ("Protocol").
- G. Implement the Protocol, oversee implementation, and revise as needed.
- H. Provide input to the County on how to utilize CSEC Program funding.
- I. Collect and analyze aggregate data related to the Protocol.
- J. Assess the sufficiency of CSEC specific resources in the county.
- K. Identify training needed (e.g. basic identification and awareness training and training on responsibilities under the interagency protocol) and ensure necessary training occurs.
- L. 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.
- M. 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 with the exception of the Superior Court who is a non-voting member. A quorum is 50% of the voting members of the Steering Committee.
- N. Maintain and strengthen a collaborative strategic plan consisting of outreach and education, and prevention and intervention initiatives.
- O. 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).

- P. Meet on a monthly/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.
- Q. Ensure all materials and services developed through the CASE Program are culturally and linguistically appropriate in addressing all diverse communities, including unserved, underserved and inappropriately served populations within San Bernardino County.
- R. 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.
- S. 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.
- T. Develop procedures for resolving grievances, including specific steps a participant must follow, and the time limits for resolution.
- U. All Parties, as required by law, shall observe and adhere to all federal, state, and county requirements, and applicable law(s) concerning the confidentiality of client information.
- V. 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 multidisciplinary team (MDT) approach.

V. MOU PARTIES' GENERAL RESPONSIBILITIES

- A. Without DBH's and the Steering Committee's prior written consent, this MOU is not assignable by any Party, either in whole or in part.
- B. All Parties agree to:
 - 1. 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. DBH 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.
 - 2. Adhere to mutually developed grievance procedures with regard to client satisfaction. All Parties (excluding Juvenile Court and Sheriff) shall provide a system, approved by DBH, 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.

3. 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.
 4. Obtain and complete required documents as well as maintain satisfactory performance as outlined herein for the period of this MOU.
 5. Provide prevention and early intervention services.
 6. Participate in MDTs, complete assessments, and provide case management and other direct services.
 - a. Provide individual case coordination with multiple child-serving agencies.
 - b. Engage with child and family/caregiver(s), if appropriate.
 - c. Ensure basic needs such as food, shelter, and clothing are met.
 - d. Assess and address immediate and long-term needs.
 - e. Coordinate, monitor, and adjust service plan to achieve desired outcomes for individual CSEC.
 - f. Advise on appropriate placement.
 - g. Conduct safety planning to proactively plan for triggering events.
 - h. Meaningfully involve youth in planning and decision-making
 7. Send staff to training on the identification and availability of community resources for CSEC Youth and ongoing training as deemed appropriate and subject to staff's availability.
 8. Participate in CASE related outreach and engagement activities.
- C. 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.
- D. 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.

E. Mandatory Reporting:

1. All participating agencies must 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. Sexual exploitation includes: "conduct involving matter depicting a minor engaged in obscene acts...Any 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."

F. 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.

G. Client Privacy:

1. Review applicable County policies, procedures, and/or requirements and assure any assigned staff required to perform services under this Agreement 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 DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff, or Juvenile Court require the need to obtain PHI of a CSEC child/youth, DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff, or Juvenile Court 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).

H. Ineligible/Excluded Persons

DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff, and Juvenile Court 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. DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff, and Juvenile Court 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 agreement. DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff, and Juvenile Court shall also comply with the OIG's List of Excluded Individuals/Entities (LEIE) and ensure that Ineligible Persons are not employed or retained to provide services related to this agreement. DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff, and Juvenile Court shall conduct these reviews before hire or agreement start date and then no less than once a month thereafter.
 - a. SAM can be accessed at <http://www.sam.gov/portal/public/SAM>.
 - b. LEIE can be accessed at <http://oig.hhs.gov/exclusions/index.asp>.
3. If DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff, and Juvenile Court receives Medi-Cal reimbursement, DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff, and Juvenile Court 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. DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff, and Juvenile Court 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: <http://medi-cal.ca.gov/default.asp>.
4. DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff, and Juvenile Court 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 B) at time of the initial contract execution and annually thereafter. The Attestation Regarding Ineligible/Excluded Persons shall be submitted to the following program and address:

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

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

5. DPH, CFS, Children’s Network, DA, Probation, Public Defender, SBCSS, Sheriff, and Juvenile Court acknowledges that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by contract with County.
 6. DPH, CFS, Children’s Network, DA, Probation, Public Defender, SBCSS, Sheriff, and Juvenile Court shall have a policy or protocol regarding the employment of sanctioned or excluded employees that includes the requirement for employees to notify DPH, CFS, Children’s Network, DA, Probation, Public Defender, SBCSS, Sheriff, and Juvenile Court should the employee become sanctioned or excluded by the General Services Administration.
 7. DPH, CFS, Children’s Network, DA, Probation, Public Defender, SBCSS, Sheriff, and Juvenile Court shall immediately notify DBH should an employee become sanctioned or excluded by the General Services Administration.
 8. If DPH, CFS, Children’s Network, DA, Probation, Public Defender, SBCSS, Sheriff, and Juvenile Court subcontracts or employs an excluded party, DBH has the right to withhold payments, disallow costs, or issue a corrective action plan, as appropriate pursuant to HSC Code 11817.8(h).
- I. Privacy and Security
1. To the extent required by law and/or County policy, DPH, CFS, Children’s Network, DA, Probation, Public Defender, SBCSS, Sheriff, and Juvenile Court 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 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, DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff, or Juvenile Court 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, DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff, or Juvenile Court agrees to report to DBH no later than one (1) business day upon the discovery of a potential breach. DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff, or Juvenile Court shall cooperate and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.

4. DPH and DBH shall comply with the data security requirements set forth by the County as referenced in Attachment C.

5. DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff, or Juvenile Court 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.

VI. DBH/FUNDER RESPONSIBILITIES

A. DBH will provide the following staff resources through Children and Youth Collaborative Services to support the CASE Program:

1. **Clinical Therapist II.** Duties will include but are not limited to:

- a. Participate in the CASE MDT (required).
- b. Clinical consultation and case coordination.
- c. Assist with the development of policies and procedures.
- d. Ensure all new employees with CYCS receive CSEC 101 training.

2. **Clinical Therapist I:** Duties include but are not limited to:

- a. Providing direct services when applicable: Assessment, Plan Development, crisis intervention, individual therapy and intensive care coordination.
- b. Participate in CFTM's when applicable.
- c. Connect child to prevention and intervention services that meet the needs of CSEC youth.

3. **Alcohol and Drug Counselor (.25 FTE):** Duties will include but are not limited to:

- a. Participate in the CASE MDT (required).
 - b. Complete ASAM Screening and Assessment.
 - c. Connect youth to substances use disorder services including residential treatment when appropriate.
- B. DBH will provide financial support for required Children's Network, DPH 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. DBH will 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. DBH will oversee the expensing and facilitation of attaining such services and supplies in accordance with County procurement policies.
 - D. DBH will offer consultation regarding cultural competence standards and practices through the DBH Office of Cultural Competence and Ethnic Services.
 - E. DBH will provide the CASE Steering Committee with terms and conditions of agreements with the California State DHCS and/or contract providers, as requested, when it impacts the outcome of care.
 - F. DBH will 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. DBH or DBH contract provider will assume responsibility for completing the CANS.
 - H. Recognize the unique challenges to engagement of CSEC youth.
 - I. Establish trusting relationship with CSEC youth.
 - J. DBH will manage all DBH 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.
 - K. Adhere to all applicable DBH cultural competency policies and procedures, including making educational and outreach materials available in English and Spanish.
 - L. Decide upon, review and approve all published materials, ensuring the MHSA is named as the funding source for such publications. All publications shall be approved through DBH's Public Relations Office.
 - M. Complete and submit all required PEI forms and data as required, monthly to DBH PEI.

- N. Oversee the established MDT; this includes improving practices and formalizing MDT referral and linkage protocols.
- O. DBH will strive to meet the following identified goals and outcomes.
 - 1. Goal - Reduce prolonged suffering associated with untreated mental illness
 - a. Outcomes – Prevention: reduces risk factors, reduce indicators, increase protective factors that may lead to improved mental, emotional, and relational functioning
 - b. Outcomes – Early Intervention: reduce symptoms, improve recovery including mental, emotional, and relational functioning
 - 2. Goal - Increase recognition of early signs of mental illness for potential responders
 - a. Outcomes – Potential Responders: identify early signs of potentially severe and disabling mental illness, provide support to individuals with mental illness, and refer individuals who need treatment or other mental health services
 - b. Outcomes – Individuals: recognize own symptoms, respond to symptoms
- P. Represent CASE at community events, both during and after normal working hours, and participating in training and education efforts.
- Q. DBH will 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

- A. CFS will provide and fund the following staff to support the CASE Program:
 - 1. **Social Services Practitioner (SSP) (1.0 FTE):** A Social Service Practitioner 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 Children’s Network Officer or designee, will provide support for all CASE staff members and oversee day-to-day operations of the CASE Program. Duties will include, but are not limited to:
 - a. Acting as a liaison between Children’s Network 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 MHSA PEI regulations.
- e. Assist the CASE Steering Committee in an administrative capacity, participate in required PEI meetings to receive PEI program information, and discuss program status/progress.
- f. Attend PEI 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 PEI component regulations.
- m. Maintain records and report to DBH on a monthly basis –participant data (age, ethnicity and primary language), unduplicated participants served by and duplicated participants served by PEI component categories.
- n. Work collaboratively, with DBH Children’s Youth Collaborative Services (CYCS) and Office of PEI, to address programmatic issues in a timely manner; address issues that may include applying changes to abide by current and/or or subsequent DHCS, MHSOAC guidelines and/or other related regulations.
- o. Submit all required PEI data as required, monthly to DBH.
- p. Work collaboratively to conduct required MHSA 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.
- B. CFS will 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. CFS will 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. CFS staff will ensure CANS assessments are integrated into the youth's case plan.
 - E. CFS staff will 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. CFS will complete and submit all required PEI forms and data as required, monthly to DBH.
 - H. CFS will utilize the identified CSEC universal screening tool where appropriate.

VIII. CHILDREN'S NETWORK RESPONSIBILITIES

- A. Children's Network will provide the following staff to support the CASE Program, to be funded by DBH:
 - 1. **Associate Network Officer (.25 FTE):** Under general direction, organize and supervise the work of the CASE Program Coordinator and OA III. Performs other advanced professional duties as required.
 - 2. **Office Assistant III (.25 FTE):** Under varied levels of supervision, performs clerical work in support of a departmental unit or program. Office Assistant 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. Children's Network will manage CASE Coordinator and all Children's Network 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. Children's Network will delegate to CASE Coordinator the following duties and responsibilities:
 - 1. Ensure participant data is collected (including age, ethnicity and primary language) and 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. Will 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. Will facilitate the CASE MDT.
 - 4. Will represent CASE at community events, both during and after normal working hours, and participating in training and education efforts.
 - 5. Will complete and submit all required PEI forms and data as required, monthly with invoice to DBH.

IX. PROBATION RESPONSIBILITIES

- A. Probation will provide and fund the following staff to support the CASE Program:
 - 1. **Probation Officer II (1.0 FTE):**
 - 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, and 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. Probation will 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. Probation will manage all Probation 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 by the CASE Steering Committee.
- D. Probation will ensure CANS assessments are integrated into youths Service Plan.
- E. Probation staff will 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. As necessary and within scope of work, support CASE requests for community events (vendor) both during work hours and after hour/weekend events, CASE Walk, conferences, etc.
- G. As necessary and within scope of work, assist CASE team with request for CASE presentations/trainings.
- H. Utilize the identified CSEC universal screening tool where appropriate.

X. PUBLIC DEFENDER RESPONSIBILITIES

- A. Public Defender will provide the following staff to support the CASE Program, to be funded by DBH:
 - 1. **Social Service Practitioner (1.0 FTE):**
 - 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. Public Defender will 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. Public Defender staff will 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. Public Defender staff will represent CASE at community events, both during and after normal working hours, and participating in training and education efforts.
- E. Public Defender will complete all required PEI forms and data entry and submit the information to the CASE Coordinator in a format and method approved by DBH-PEI.

XI. PUBLIC HEALTH RESPONSIBILITIES:

- A. DPH will provide the following staff to support the CASE program, to be funded by DBH:
 - 1. **Public Health Nurse (.25 FTE):**
 - a. Participate in MDT (required).
 - b. Perform an initial, home-based health information assessment of referred CSEC victims to determine health topics and referrals needed.
 - c. Develop a health information service plan, including referrals for Social Worker case manager to implement and follow-up with CSEC victim.
 - d. Provide initial health information 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.
 - e. Act as a consultant to other MDT members to facilitate implementation of health information plan and health care coordination.
 - f. Will utilize the identified CSEC universal screening tool where appropriate.
 - g. Provide health- related training or secure other training resources for MDT members.
 - h. Act as a CASE Community Liaison at the direction of their supervisor, and with the understanding that health services such as Child Health and Disability Prevention may be included.
- B. DPH will 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. DPH will 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.
- D. DPH staff will complete all required PEI forms and data entry and submit the information to the CASE Coordinator in a format and method approved by DBH-PEI.
- 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

A. Outcomes/Evaluation – Process Measures

- 1. Median number of business days between the initial contact or referral and first attempted contact of family is two days or less.
- 2. Median number of calendar days between first contact and first service provision is 14 days or less.
- 3. Median number of days between first assessment appointment and provision of first treatment plan driven service is 30 days (1 month) or less.

B. Data Reporting Elements

- 1. Data Reporting Elements including when data is due, how it should be submitted, and any other specifics.
 - a. Data is gathered through the billing systems, which will be completed by the seventh (7th) day of the month following the billing for the previous month's Medi-Cal based services.
 - b. Exception is the "opening" and "closing" of clients within the County's current billing and transactional database system. This will be done within five (5) working days of admission and discharge from the facility.
 - c. Data shall be entered, either directly or through batch upload processes, into Objective Arts at least every two weeks. This shall minimally include the CANS-SB and PSC-35 data.
 - d. Maintain sign-in sheets that include, but are not limited to race, ethnicity, age and gender.
 - e. Input prevention service information and data into a system identified by DBH no later

than thirty (30) days from the date of service.

2. Child, Adolescent Needs and Strengths Assessment – San Bernardino: CANS-SB shall be completed:
 - 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 case 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.
3. 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.
4. Program Goals:
 - a. Increase recognition of early signs of mental illness.
 - i. Objectives
 - a) Raise public awareness of CSEC issues and availability of community resources.
 - b) Train agency staff on identification and availability of community resources for CSEC youth.
 - b. Reduce prolonged suffering associated with untreated mental illness.
 - i. Objectives
 - a) Identify youth who are potentially CSEC Victims.
 - b) Access needed resources and treatment.
5. Key Outcomes:
 - a. Related to increased recognition of early signs of mental illness.

- i. Refer individuals who need treatment or other mental health services.
 - ii. Identify signs of CSEC involvement.
 - iii. Provide support to address the mental health needs of CSEC victims.
 - iv. Refer for services.
 - b. Related to reduce prolonged suffering associated with untreated mental illness.
 - i. Improve recovery, including mental, emotional and relational functioning.
 - ii. Reduce symptoms and improve recovery, including mental, emotional and relational functioning.
6. 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.
7. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.
8. 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 Agreement shall not exceed the sums referenced in the attached CASE Program Budgets for FY 2020/21, FY 2021/22, and FY 2022/23, (Attachment A). The consideration to be paid to Children's Network, Public Defender, and DPH, as described herein, shall be in full payment for staff salaries and benefit expenses incurred in the performance of this Agreement. Services and supplies will relate to clinical interventions, social services, outreach, and/or education and training overseen by DBH and are subject to approval by the CASE Steering Committee. All CASE participants are eligible for reimbursement for services and supplies. DBH will facilitate the reimbursement process of all expenses incurred under this MOU. The maximum amount of reimbursement is as follows:
 1. For FY 2020/21, reimbursement shall not exceed a total of two hundred forty thousand, six hundred and seven dollars (\$240,607), including two hundred thousand, five hundred and thirty two dollars (\$200,532) in salaries and benefits, and forty thousand and seventy-five (\$40,075) in services and supplies.
 2. For FY 2021/22, reimbursement shall not exceed a total of two hundred forty five thousand, seven hundred and sixty six dollars (\$245,766), including two hundred and five thousand

(\$205,766) in salaries and benefits, and forty thousand and seventy five (\$40,075) in services and supplies.

3. For FY 2022/23, reimbursement shall not exceed a total of two hundred fifty one thousand, four hundred and seventy five (\$251,475), including two hundred eleven thousand and four hundred (\$211,400) in salaries and benefits and seventy-five (\$40,075) 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 FY, unless changed and approved by DBH Fiscal and Program staff, as well as DBH's Director or designee.
 - C. Children's Network, Public Defender, and DPH will retain records of all items submitted for reimbursement.
 - D. Compensation may be reduced or withheld in the event that Children's Network, Public Defender, or DPH 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 monthly basis for approved expenses incurred and claimed by Children's Network, Public Defender, and DPH. No later than ten (10) calendar days following the month of service, Children's Network, Public Defender, and DPH shall submit claims for payment for the reporting month, in a format acceptable to DBH. Monthly claims will be sent to:

Department of Behavioral Health
Attn: Children Youth Collaborative Services (CYCS)
658 E. Brier Dr. San Bernardino, CA 92415
 - 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. A payment shall be processed by DBH Fiscal Services no later than thirty (30) calendar days after receipt of an approved claim for payment (reimbursement) from CFS, Children's Network, DPH, Probation, and Public Defender.
 - H. Payments by DBH to Children's Network, DPH, and Public Defender, for expenditures will be made via interdepartmental fund transfers. Children's Network and Public Defender will include their accounting string on each claim. DBH Fiscal Services will provide Children's Network 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. Children's Network, DPH, 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. Children's Network, DPH, 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. Children's Network 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 Children's Network, DPH and Public Defender - and at the option of DBH - funds may be advanced to Children's Network, DPH, and Public Defender by DBH upon approval in writing of DBH Director. Any such advance will cause the amounts payable to Children's Network, DPH, 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. 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 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.

XIV. RIGHT TO MONITOR AND AUDIT

- A. The DBH 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 PEI-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 DBH 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 (excluding Juvenile Courts) shall provide all reasonable facilities and assistance for the safety and convenience of 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.
- E. If a post MOU audit finds that funds reimbursed to Children's Network, Public Defender and/or DPH under this Agreement 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 Children's Network, DPH and/or Public Defender to DBH using one of the following methods, which shall be at the election of DBH:
 - 1. Payment of total.
 - 2. Payment on a monthly schedule of reimbursement.

XV. TERM

This MOU is effective July 1, 2020 through June 30, 2023, but may be terminated earlier in accordance with provisions in the EARLY TERMINATION section of this MOU. This MOU may be extended for one-year periods upon written agreement of all Parties, unless terminated earlier according to provisions in the EARLY TERMINATION section of this MOU.

XVI. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by any Party. DBH's Director is authorized to exercise DBH'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. CFS, Children's Network, DPH, Probation, and Public Defender, will only be reimbursed for costs and un-cancelable obligations incurred prior to the date of termination. CFS, Children's Network, Probation, Public Defender, and DPH 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, DBH 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. As public entities of San Bernardino County all Parties are self-insured under the laws of the State of California.
- 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 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 agreement 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 DBH. 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 as it relates to this MOU.
 - e. A detailed description of the methods by which the Party will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
 - 2. Any subcontracting agency must be approved in writing by DBH and shall be subject to all applicable provisions of this agreement. The contracting Party will be fully responsible for

any performance of a subcontracting agency. DBH will not reimburse contracting Party or Subcontractor for any expenses rendered by a subcontractor NOT approved in writing by DBH.

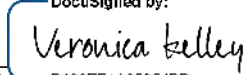
- E. Requirements of the MHSA, and those imposed by the State MHSOAC and DHCS, supersede provisions of this MOU.

XVIII. CONCLUSION


- A. This MOU, consisting of forty-six (46) 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.

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

SAN BERNARDINO COUNTY
Department of Behavioral Health

DocuSigned by:

Name: B128EF1A85354BD... Veronica Kelley
Title: Director
Address: 303 E. Vanderbilt Way
San Bernardino, CA 92415
Date: 4/6/2021

**SAN BERNARDINO COUNTY
Children and Family Services**

DocuSigned by:

132B98495CF143C...
Name: Marlene Hagen
Title: Director
Address: 150 S. Lena Road
San Bernardino, CA 92415
Date: 3/11/2021


SAN BERNARDINO COUNTY
Children's Network

DocuSigned by:
Janki Patel

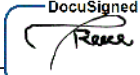
Name: 6945278A926F4AA... Janki Patel
Title: Children's Network Officer
Address: 825 E. Hospitality Lane
San Bernardino, CA 92415

Date: 3/11/2021

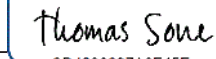
SAN BERNARDINO COUNTY
District Attorney

DocuSigned by:

Name: Jason Anderson
Title: District Attorney
Address: 303 W. 3rd Street
San Bernardino, CA 92415
Date: 3/31/2021

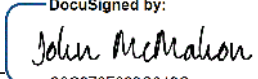
SAN BERNARDINO COUNTY
Probation Department

DocuSigned by:

08041228D10F40C...
Name: Tracy Reece
Title: Chief Probation Officer
Address: 175 W. Fifth Street
San Bernardino, CA 92415
Date: 4/6/2021

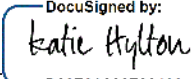
SAN BERNARDINO COUNTY
Public Defender

DocuSigned by:

Name: CD4280397A8F45E... Thomas Sone
Title: Interim Public Defender
Address: 172 W. 3rd Street, Second Floor
San Bernardino, CA 92415
Date: 3/11/2021

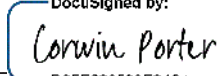
SAN BERNARDINO COUNTY
Sheriff's Department

DocuSigned by:

C9C072F393C349C...
Name: John McMahon
Title: Sheriff
Address: 655 East Third Street
San Bernardino, CA 92415
Date: 3/11/2021

SAN BERNARDINO COUNTY
Superintendent of Schools

DocuSigned by:

Name: Katie M. Hylton
Title: Director, Business Services
Address: 760 E. Brier St.
San Bernardino, CA 92408
Date: 3/12/2021

SAN BERNARDINO COUNTY
Department of Public Health

DocuSigned by:

D8FE229E99E24C1...

Name: Corwin Porter
Title: Director
Address: 351 N. Mt. View Avenue
San Bernardino, CA 92415

Date: 3/11/2021

CASE Project		
FY 2020/21 Budget		
Salaries & Benefits		
Position	FTE	Pro-rated
Associate Network Officer (CN)	0.25	\$ 33,382.18
Office Assistant III (CN)	0.25	\$ 16,622.31
Social Service Practitioner (PD)	1.00	\$ 104,854.22
Public Health Nurse (PH) (includes indirect and support staff cost)	0.25	\$ 45,673.25
Total Salaries & Benefits		\$ 200,532
Services & Supplies		
		Cost
Childrens Network		
Office Expense		535
Email-DBH Fixed Costs		
Private Mileage		665
Training (includes all expenses), see notes		20,000
Hotel		
Meals		
Air travel		
Other Travel		
Sponsorships (see notes)		7,000
Marketing supplies		8,475
Food & Water		500
Team shirts		500
Public Defender		
Office Expense		535
Private Mileage		665
Email-DBH Fixed Costs		
Public Health		
Office Expense		535
Private Mileage		665
Email-DBH Fixed Costs		
Total Services & Supplies		\$ 40,075
Total--		\$ 240,607

CASE Project		
FY 2021/22 Budget		
Salaries & Benefits		
Position	FTE	Pro-rated
Associate Network Officer (CN)	0.25	\$ 34,215.20
Office Assistant III (CN)	0.25	\$ 17,035.00
Social Service Practitioner (PD)	1.00	\$ 107,472.50
Public Health Nurse (PH) (includes indirect and support staff cost)	0.25	\$ 47,043.50
Total Salaries & Benefits		\$ 205,766
Services & Supplies		
		Cost
Office Expense		535
Email-DBH Fixed Costs		
Private Mileage		665
Training (includes all expenses), see notes		20,000
Hotel		
Meals		
Air travel		
Other Travel		
Sponsorships (see notes)		7,000
Marketing supplies		8,475
Food & Water		500
Team shirts		500
Public Defender		
Office Expense		535
Private Mileage		665
Email-DBH Fixed Costs		
Public Health		
Office Expense		535
Private Mileage		665
Email-DBH Fixed Costs		
Total Services & Supplies		\$ 40,075
Total--		\$ 245,841

CASE Project		
FY 2022/23 Budget		
Salaries & Benefits		
Position	FTE	Pro-rated
Associate Network Officer (CN)	0.25	\$ 35,239.29
Office Assistant III (CN)	0.25	\$ 17,547.04
Social Service Practitioner (PD)	1.00	\$ 110,159.31
Public Health Nurse (PH) (includes indirect and support staff cost)	0.25	\$ 48,454.75
Total Salaries & Benefits		\$ 211,400
Services & Supplies		
		Cost
Office Expense		535
Email-DBH Fixed Costs		
Private Mileage		665
Training (includes all expenses), see notes		20,000
Hotel		
Meals		
Air travel		
Other Travel		
Sponsorships (see notes)		7,000
Marketing supplies		8,475
Food & Water		500
Team shirts		500
Public Defender		
Office Expense		535
Private Mileage		665
Email-DBH Fixed Costs		
Public Health		
Office Expense		535
Private Mileage		665
Email-DBH Fixed Costs		
Total Services & Supplies		\$ 40,075
Total--		\$ 251,475

ATTESTATION REGARDING INELIGIBLE / EXCLUDED PERSONS**DPH, CFS, Children's Network, DA, Probation, Public Defender, SBCSS, Sheriff, and Juvenile Court (defined herein as Contractor) shall:**

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

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in Federal and State funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency which is likely to result in exclusion from any Federal or State funded health care program, and/or
 - c. unlikely to be found by a Federal and State agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of 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 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 (1) 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 healthcare 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 Department of Public Health (DPH) adhere to the following data security requirements:

A. Personnel Controls

1. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of DBH, or access or disclose DBH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at 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 (20) minutes of inactivity.
10. Warning Banners. All systems providing access to DBH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DBH PHI or PI, or which alters DBH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DBH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
12. Access Controls. The system providing access to DBH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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