

County of Santa Clara, California
Interagency Children and Youth System of Care
MEMORANDUM OF UNDERSTANDING

I. PREAMBLE

- A. California Assembly Bill 2083 (Chapter 815, Statutes of 2018), which was signed and enacted on September 27, 2018, requires that each county develop and implement a Memorandum of Understanding (MOU) setting forth the roles and responsibilities of agencies (SYSTEM PARTNERS) and other entities that serve children and youth in foster care who have experienced severe trauma.
- B. The purpose of this MOU is to set forth a service plan that defines how the SYSTEM PARTNERS of Santa Clara County) shall work together as an administrative team with joint authority over the interrelated child welfare, juvenile justice, education, developmental, and mental health children's services. This MOU shall serve as framework that will guide the operations and the activities, decisions, and direction of each of the SYSTEM PARTNER's employees to provide, promote, and monitor these services in an integrated, comprehensive, culturally and racially responsive, trauma-informed, reflective, and evidence-based/best/promising practice manner, regardless of the agency by which children and families enter.
- C. The MOU is consistent with the Vision of the County of Santa Clara (COUNTY) (VISION) that all children and their families in Santa Clara County thrive in safe, healthy and stable homes, workplaces and communities.
- D. To achieve this Vision, it is the Mission of the COUNTY (MISSION) to keep children safe and families strong. With respect to cultural humility, the COUNTY, along with its partners from its diverse community, strives to ensure that any child or youth who is at risk or has suffered abuse or neglect is safe, cared for, and grows up in a stable, loving family. This includes efforts and partnerships to provide supportive services to prevent child maltreatment among families at risk; to provide preservation services to assure children's safety within the home and preserve intact families; provide reunification services to address the problems of families whose children have been placed in foster care so that reunification may occur in a safe and stable manner; provide home-based foster care services to support family finding for placement and connection; to secure timely permanent adoptive or guardianship families when children do not reunify; and lastly, to provide services to support family maintenance and prevent recidivism.
- E. The COUNTY's VISION and MISSION are guided strongly by the following Principles (PRINCIPLES):
 - 1. Interdepartmental and interagency leadership is essential to successful collaboration and to address systemic barriers to the traditional provision of services.
 - 2. Services must be outcome-focused, family-centered, strength-based, culturally and racially proficient, comprehensive, trauma-informed, and integrated to the extent possible by a single service plan, and which encourages families to use their own resources to resolve situations.

3. Service systems must be identified, developed, and maintained consistent with public/private, community-based, school-linked and family partnerships, which can intervene early or prevent problems with at-risk children, youth and families.
4. Services to children, youth and families must be provided in the least restrictive, least stigmatizing and community-based settings appropriate to meet their identified needs.
5. Coordinated policies, procedures, resources and implementation practices must be identified, developed, and monitored for the benefit of at-risk children, youth and families.
6. Except to the extent authorized by California Welfare and Institutions Code (WIC) Section 16521.6 and reflected in data sharing agreements entered into pursuant to this MOU and consistent with the MOU's integrated family-centered approach, confidentiality standards must be consistent with and authorized by WIC Sections 18986.46, 10850, and 4514; the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, 20 U.S.C. § 1232g; 34 C.F.R. 99; confidentiality provisions under the Family, Juvenile and General Court and Administration Rules of the Santa Clara County Superior Court; The Health Insurance Portability and Accountability Act and its implementing regulations, 45 C.F.R parts 160, 162 and 164 ("HIPAA"); the California Medical Information Act, California Civil Code Sec. 56 et seq.; 42 C.F.R. Part 2 (regarding confidentiality of substance use data); The Health Information Technology for Economic and Clinical Health Act (HITECH Act), Pub. L. 111-5, Div. A, Title XIII, § 130001 et seq., Div. B, Title IV, § 4001 et seq., Feb. 17, 2009, 123 Stat. 226, 467, 42 U.S.C.A. § 300ii, et seq., and 42 U.S.C.A. § 17901, et seq.; WIC sections 827 and 5328 et seq.; California Civil Code Section 5328 (the Lanterman-Petris-Short Act (LPS Act)); California Evidence Code section 1010 et seq.; California Penal Code sections 13102, 13200, 13201, 13300, 13303, and 13304; all other applicable federal, state, County, and local laws, rules, regulations, policies, and codes effective at the inception of this Agreement and that become effective during the Term of this Agreement.
7. Quality services must be cost-effective, evidence-based and appropriate through the use of a unified service record to the extent legally authorized, shared service authorization/re-authorization and outcomes evaluation as allowed by law.
8. Ongoing support and direction must be provided to each agency and its staff in providing services and resources for at-risk children and families consistent with the VISION, MISSION and PRINCIPLES.
9. Any fiscal savings must be considered for reinvestment into identified gaps in services or early intervention, prevention and wraparound programs in order to avoid, if possible, placement of children into institutionalized settings.
10. The voices, experiences and wisdom of foster youth and their families and caregivers must be incorporated into the collaborations and partnerships captured by this agreement.
11. Treatment and rehabilitation services for children, youth and families must be utilized in conjunction with appropriate court sanctions while ensuring the safety of the community and public-at-large.

12. Data collection, data exchange, and filing of documents, including electronic filing between the courts, social services agencies, and other key partners should be coordinated, tracked, analyzed and shared to improve service delivery, outcomes, advocacy, and program fidelity subject to legal requirements to maintain confidentiality.
13. Member agencies and their staffs must be held accountable in these efforts.
14. Actions taken pursuant to this MOU shall comply with all applicable federal, state, County, and local labor and employment laws, rules, regulations, policies, and codes as well as collective bargaining agreements effective at the inception of this Agreement and that become effective during the Term of this Agreement.

II. PARTIES

The following SYSTEM PARTNERS are parties to the COUNTY MOU:

- A. Social Services Agency (SSA) – Department of Families and Children’s Services (DFCS)
- B. Juvenile Probation Department (JPD)
- C. Behavioral Health Services Department (BHSD)
- D. Public Health Department (PHD)
- E. Santa Clara County Office of Education (SCCOE)
- F. Santa Clara County Superior Court (COURT)
- G. San Andreas Regional Center (SARC)
- H. First Five Santa Clara County (FIRST 5)

III. TERM

The MOU shall remain in full force and effect from **July 1, 2020** through **June 30, 2024**. All amendments or modifications must be in writing and signed by authorized representatives of the SYSTEM PARTNERS.

IV. AGREEMENTS FOR INTERAGENCY STRUCTURE AND PROCESSES

The SYSTEM PARTNERS do hereby agree and set forth the following terms and conditions for the INTERAGENCY STRUCTURE and PROCESSES:

A. INTERAGENCY STRUCTURES

The SYSTEM PARTNERS hereby establish the following INTERAGENCY STRUCTURES with the corresponding membership, governance procedures, duties and responsibilities:

1. INTERAGENCY LEADSHIP TEAM

In order to ensure that the COUNTY effectively implements this MOU, the SYSTEM PARTNERS agree to establish the Continuum of Care Interagency Leadership Team (CCR-ILT). The CCR-ILT shall serve as the governing and coordinating body with the overarching goal of working together to ensure that coordinated, timely, and trauma-informed services are provided to children and youth in foster care who have experienced severe trauma.

a. **Membership**

1. The CCR-ILT will be comprised of the following members who will fulfill all the responsibilities defined in this MOU:
 - a) SSA Director
 - b) DFCS Director
 - c) Juvenile Probation Deputy Chief
 - d) BHSD Director
 - e) PHD Director
 - f) SCCOE Superintendent
 - g) COURT Presiding Judge of the Juvenile Court or designated Judicial Officer assigned to Juvenile and Family Law calendars (advisory, non-voting)
 - h) SARC Executive Director or their designee
 - i) FIRST 5 Chairperson
 - j) Parent Representative as identified in Succeeding Section (advisory, non-voting)
Currently Dependency Advocacy Center (DAC)
 - k) Child Representative as identified in Succeeding Section (advisory, non-voting)
Currently Law Foundation of Silicon Valley (Law Foundation)
- 2) Organizations which are contracted as court appointed dependency counsels for children and parents involved in the child welfare system shall be invited as advisory, non-voting members of the CCR-ILT to represent parents and children. Such organizations shall have a current and operable contract with the Judicial Council of California to remain as member of the CCR-ILT.
- 3) While membership of the CCR-ILT is established per above, other designated experienced staff members or other senior managers from SYSTEM PARTNERS or other involved agencies, tribal partners or identified contractors may also attend CCR-ILT meetings to support the members, as determined by the CCR-ILT. The members shall attend all meetings, retreats and planning sessions necessary to mutually carry out their shared approach.

b. **Governance Procedures**

- 1) The CCR-ILT members shall share responsibility for administration and associated functions of the CCR-ILT. The CCR-ILT shall utilize a shared decision-making process for all programs and services. Consensus will be the preferable model; however, if consensus cannot be reached, decisions may be made by a simple majority vote of the total non-advisory CCR-ILT members (i.e. five of the eight voting members).
- 2) The CCR-ILT shall meet every first month of each quarter of the year and any such time as the CCR-ILT determines to be necessary to perform its duties. A majority of the members of the CCR-ILT shall constitute a quorum for the approval of any actions, recommendations or reports issued pursuant to this section.
- 3) The CCR-ILT shall convene for its first meeting no later than 45 days after the

execution of this MOU. During this time, the members shall nominate and approve the candidate for the System Administrator role/position from among the members. The System Administrator will be rotated among members every two years to assure consistent interagency leadership practices.

- 4) The System Administrator shall be responsible for coordinating and establishing priorities for all the activities and work of the CCR-ILT. Under such capacity, the System Administrator may identify and assign responsible parties for following through any actionable items or decisions by the team.
- 5) To assist the System Administrator in carrying out his or her role, the CCR-ILT shall recommend and approve a staff member who will be assigned to the work of this MOU and its working groups. The staff member shall be responsible for providing administrative support such as, but not limited to scheduling meetings, securing meeting venues, sending meeting notices, recording minutes, preparing meeting agendas and gathering all pertinent documents.

c. **Duties and Responsibilities**

- 1) The CCR-ILT shall serve as the governing and coordinating body primarily responsible for establishing and overseeing the execution of this MOU to meet the overarching goals of a coordinated, system of care for children, youth and families (System of Care).
- 2) The CCR-ILT shall provide expertise and advice to the Board of Supervisors and the County Executive on all matters relating to the system of care.
- 3) The CCR-ILT members shall work together to pursue a clear, consistent, alignment of values for all departments and agencies involved in the system of foster care.
- 4) The CCR-ILT members shall identify strategies and mechanisms to promote the integration and coordination of resources as well as information sharing, staff guidance, identification and resolution of conflicts to ensure that foster children, youth and their families receive the services they need and achieve federal and state child welfare goals of safety, permanency, well-being, and to allow the children and youth to live in the least-restrictive environment that meets their needs.
- 5) Towards this end, the CCR-ILT shall develop, approve and oversee the implementation of the COUNTY Operational Manual for System of Care. The CCR-ILT shall assign the CCR-TWG in drafting and developing the Operational Manual. The CCR-TWG shall be required to present the initial draft of the Operational Manual for review by the CCR-ILT, six months after the working group has been convened.
- 6) The Operational Manual shall include the guiding principles, integrated processes and procedures for the delivery of foster care services to children, youth and family from entry or re-entry to permanency, reunification or transition to independent living.

- 7) The Operational Manual shall be person-centered and reflect the guiding principles and practice behaviors embedded in the Integrated Core Practice Model (ICPM). The Operational Manual shall serve as the guiding reference for all COUNTY employees and contractors in the delivery of foster care services.
- 8) The CCR-ILT shall be responsible for reporting to the Board of Supervisors and the County Executive on the progress of the collaboration, identified service gaps and barriers, and recommended COUNTY actions to address and improve the delivery of services.
- 9) The CCR-ILT shall develop, if deemed necessary by the CCR-ILT, additional written MOUs, contracts, or policies and procedures for CCR-ILT partners' review and approval. These documents, as necessary, may address lines of operational authority or shared authority with other Directors, Departments, and/or Managers. Where these documents may also directly affect operations or obligations of any of the partners, the procedures in place for considering and potentially approving such documents by the partners' agency will also be followed.
- 10) The CCR-ILT members will ensure that all staff assigned to shared programming is provided the necessary technical assistance, training, support and staff resources to ensure categorical mandates are fulfilled.
- 11) Assigned SYSTEM PARTNERS' Managers and Supervisors will ensure that all staff and programs conform to the shared VISION, MISSION and PRINCIPLES of this MOU.
- 12) The CCR-ILT members, to the extent allowed by local, state, and federal laws and County policies shall participate in the review and discussion of best practices related to the hiring or promotion of any Managers directly assigned to SYSTEM PARTNER functions. The CCR-ILT may also be requested to provide recommendations regarding the Managers and Supervisors assigned to the Interagency Placement Committee (IPC), assuring that the critical function of IPC has the experience, depth and wisdom to make decisions and recommendations in keeping with the purposes of this agreement.
- 13) The CCR-ILT shall also be responsible for the following activities relating to policy development, coordination and monitoring of the full System of Care:
 - a) Make recommendations regarding submission, preparation and coordination of grant applications and grant deliverables.
 - b) Review and, as necessary, recommend program direction for applicable community partners or providers. Discuss/approve requests from providers, including Letters of Recommendation and other critical information for Short-Term Residential Treatment Program (STRTP) providers and other youth serving facilities. Invite providers to present annual reports on program issues, progress and outcomes.
 - c) Participate on related coordinating councils, other advisory committees, multi-disciplinary teams which affect the SYSTEM PARTNER processes or services.

- d) Appoint staff to support and serve as liaisons to various shared projects to ensure full continuum of care and linkages back to SYSTEM PARTNER services.
 - e) Monitor programs by providing guidance and technical assistance on statutory and regulatory requirements and to ensure program practice is consistent with the VISION, MISSION, and PRINCIPLES of this interagency partnership.
 - f) Coordinate and develop additional agreements or MOUs, as necessary, to assist in program coordination and problem solving.
 - g) Work with community agencies to ensure collaborative and integrated strategies are utilized and to promote and utilize strength-based, family-focused practice, Trauma Informed, and reflective practices that incorporate racial and social equity principles and practices on a systems-wide basis.
 - h) The CCR-ILT agrees to work collaboratively to review and approve Letters of Support/requests from providers to become STRTP providers, and to do so in a timely manner. The CCR-ILT Administrator will serve as the designated communication authority when working on inter-COUNTY requests and correspondence. When acting in support of the COUNTY, the CCR-ILT administrator will send a copy of the correspondence sent by the supporting county to the Child Welfare Director, Chief Probation Officer, and Director of Mental Health Plan of the county in which the facility is located, notifying them of the supporting county's decision and to request a return response within 10 business days. A copy of the return response shall include:
 - i. If the issues raised were satisfactorily resolved, a brief description on how those issues were resolved.
 - ii. If the issues raised were not resolved, provide details on the factors that prevented resolution of the issues.
- 14) The role of the Superior Court in the CCR-ILT shall be advisory in nature. It shall participate in determining the needs of and services for at-risk children and families. It shall also participate in the development and maintenance of permanent policies and program of interagency cooperation and coordination to address these needs. The Court shall participate to the extent that it does not interfere with the adjudication process.
- 15) The CCR-ILT shall periodically review the MOU and propose any revisions thereto as deemed necessary by the majority, which will become effective only upon written agreement of all SYSTEM PARTNERS.

2. TECHNICAL WORKING GROUP

To support the CCR-ILT achieve the goals of this MOU, the SYSTEM PARTNERS hereby agree to establish the Continuum of Care Technical Working Group (CCR-TWG). The CCR-TWG shall serve as the technical body to provide the CCR-ILT with the creative and strategic support in carrying out its duties and responsibilities.

a. Membership

- 1) The CCR-TWG will be comprised of the following members who will fulfill all the responsibilities defined in this MOU:
 - a) DFCS Assistant Director
 - b) BHSD Senior Mental Health Program Specialist
 - c) Juvenile Probation Division Manager or Designee
 - d) PHD Designee
 - e) County Superintendent of Schools or Designee
 - f) COURT Presiding Judge of the Juvenile Court Designee (advisory, non-voting)
 - g) Interagency Placement Committee Chair
 - h) County Counsel Designee
 - i) CCR-Related Providers, as needed
 - j) SARC Director of Consumer Services or their designee(s)
 - k) FIRST 5 Designee
 - l) Parent Representative (DAC Designee)
 - m) Child Representative (Law Foundation Designee)
- 2) The members of the CCR-TWG, shall, on its first meeting, identify the best possible approach to identify and recruit at least two representatives who will provide the voice for families and the child/youth. Lived experiences shall be the key criteria in selecting these representatives, who shall serve as ongoing members of the CCR-TWG.
- 3) The members of the CCR-TWG may also invite other COUNTY employees who they deem to have valuable contributions to carrying out the group's assignments.

b. Governance Procedures

- 1) The DFCS Assistant Director and the BHSD Senior Mental Health Program Specialist are hereby designated as the Co-Moderators of the CCR-TWG. When reaching an agreement, the CCR-TWG shall utilize a shared decision-making process with consensus as the preferred model; however, if consensus cannot be reached, decisions may be made by a simple majority vote of the total non-advisory members (whether or not all are present).
- 2) The CCR-TWG shall meet once a month, usually the first week, and any such time as the CCR-ILT deems it necessary to perform its duties and meet its deadlines.
- 3) The CCR-ILT System Administrator shall convene the CCR-TWG no later than 30 days after the first meeting of the CCR-ILT. During this meeting, the System Administrator shall provide an overview of the collaboration, the guiding principles, key expectations, outputs and timelines, which shall serve as the framework for CCR-TWG in carrying out its assignment.
- 4) After the first meeting, the CCR-TWG Co-Moderators shall be responsible for coordinating and establishing priorities for all the activities and work of the

group. Under such capacity, the Co-Moderators may identify and assign responsible parties for following through any required information, actionable items or decisions by the group.

- 5) To assist the Co-Moderators, the CCR-TWG may recommend and approve a staff who will be assigned for this purpose. The staff will be responsible for providing administrative support such as, but not limited to scheduling meetings, securing meeting venues, sending meeting notices, recording minutes, preparing meeting agendas and gathering all pertinent documents.

c. Duties and Responsibilities

- 1) The CCR-TWG shall serve as the strategic body responsible for drawing up the specific policies, procedures and standards as set forth by the CCR-ILT to achieve the goals of this collaboration.
- 2) The CCR-TWG shall be primarily responsible for drafting the COUNTY Operational Manual for System of Foster Care. The Operational Manual shall include the detailed policies, procedures and standards of care, such as, but not limited to:
 - a) Entry and Re-Entry Services
 - i. Receiving and Intake Services
 - ii. Assessment
 - b) Child Family Team (CFT) Meeting
 - c) Placement Options
 - i. Resource Family Approval
 - ii. Relative/Kinship Placement
 - iii. Non-Relative Placement
 - iv. Foster Family Agencies (FFA) Placement
 - Non-Treatment Foster Care
 - Treatment Foster Care
 - Emergency Placement
 - d) Supportive Services
 - i. Wraparound Services
 - ii. Stabilization Services
 - iii. Outpatient Therapeutic Services
 - iv. Intensive Therapeutic Services
 - v. Visitation services
 - vi. Educational Support, Stability and Outcomes
 - e) After Care Prevention and Continuing Services
 - f) Appeals Process
 - g) Data Governance and Data Sharing which identifies what data and access each member agency shall have
 - h) Training Requirements
- 3) The Operational Manual shall also set forth the existing roles and responsibilities of all COUNTY and contractor employees directly involved in

the delivery of services. Any revisions to any of the job classifications shall be subject to CBA obligations of concerned agencies.

- 4) Six months after the group has been convened, the CCR-TWG shall present to the CCR-ILT the initial draft of the Operational Manual for review. The CCR-TWG shall be responsible for revisions after the review until the Operational Manual is approved and adopted by the CCR-ILT.
- 5) Provide recommendation and directions on implementation of policies, procedures and programs included under this agreement.
- 6) The CCR-TWG shall identify service gaps and challenges and making recommendations to the CCR-ILT to overcome and address these gaps and challenges.
- 7) CCR-TWG shall also be responsible for the following:
 - a) Maintaining an inventory of all placement and supportive services programs and current utilization levels;
 - b) Maximizing opportunities for program enhancement through continuous quality improvement as well as feedback process;
 - c) Trouble-shooting problems in system responses;
 - d) Reinforcing responses that are working well;
 - e) Identify trends in trauma-informed program development and training opportunities; and
 - f) Coordinating and sharing information among SYSTEM PARTNERS.
- 8) The CCR-TWG shall also perform other tasks assigned by the CCR-ILT.

3. INTERAGENCY PLACEMENT COMMITTEE

The IPC is hereby established, as defined in California Welfare and Institutions Code Section 4096, to support coordinated decision-making approval for specialized services and placements. The IPC shall be a multi-agency, multi-disciplinary team that supports children and youth, including Non-Minor Dependents (NMD), with significant behavioral, emotional, medical and/or developmental needs through a collaborative review process whereby a child or youth's treatment and placement needs are determined.

a. Membership

The IPC will be comprised of the following members who will fulfill all the responsibilities defined in this MOU:

- 1) DFCS Program Manager
- 2) BHSD Senior Mental Health Program Specialist or Designee
- 3) JPD Designee
- 4) Regional Center Designee
- 5) SCCOE Designee
- 6) FFA Representatives

IPC may also include other participants such as mental health program staff (e.g.

Wraparound, Intensive Full Service Partnership (IFSP), attorneys, court-appointed special advocates (CASAs), and representatives from the CFTs). For special needs children and youth such as Regional Center clients, or medically fragile clients, a representative knowledgeable in the relevant special services should be considered on a case by case basis.

b. Governance

- 1) The CCR-ILT members shall jointly convene and administer the IPC, as required by state law.
- 2) The DFCS Program Manager, JPD Designee and the BHSD Senior Mental Health Program Specialist or designee are hereby designated as Co-Leaders of the IPC. When reaching an agreement, IPC shall utilize a shared decision-making process and consensus based on the results of the assessment and guidelines outlined in the Operational Manual.
- 3) Decisions/Recommendations by the IPC will become the recommendations of the responsible department, division or unit of the agency partner which referred the youth. Any involved staff member associated with the youth's care who disagrees with the IPC recommended action may raise an objection to the recommended action or may advocate for a different action through the use of the appeal process as outlined herein.
- 4) Appeals of youth, family or case specific IPC recommendations or decisions may be made immediately following the IPC meeting or, if not possible, within two working days, using the following procedures:
 - a) The staff member wishing to appeal the IPC recommendation(s) must notify their respective manager/IPC representative. Staff will complete a brief memo describing what the desired action was, the reason(s) for it, and will attach the IPC minutes to the appeal memo.
 - b) The manager/IPC representative will add additional remarks reflecting the factors that the IPC considered when making its recommendation(s).
 - c) The IPC representative will forward the appeal to the Assistant Probation Chief, the Child Welfare Director/Deputy Director, and the CCR-ILT Administrator within 24 hours.
 - d) When a staff member wishes to appeal an IPC related 241.1 recommendation, the appeal should only be considered prior to the memo being filed with the court. Once the memo is filed with the court, no appeal may be made.
 - e) If an appeal is made and cannot be resolved between the senior staff as outlined above, the CCR-ILT will review the appeal and invite stakeholders to present information, as necessary. The CCR-ILT, except for the judicial officers, will hear the appeal. The decision of the appeal panel will be made by majority vote. The decision of the appeal panel will be final. It is expected that all staff will accept and follow the decision of the appeal panel as their recommendation to the court.

c. Duties and Responsibilities

The IPC will conduct the following activities in pursuit of the shared goals of this MOU:

- 1) The IPC shall support coordinated decision-making approval for placement and specialized services to wards of the court and dependent children of the court jointly identified by DFCS, BHSD, JPD, and placement contractors as the highest priority, as outlined in the Operational Manual.
- 2) The Operation Manual shall also outline the following relating to the IPC operation:
 - a) IPC review process that includes a clear determination of appropriate placement and therapeutic services based on available assessments/evaluations, treatment information, and other relevant information regarding the child/youth/non-minor dependent's history and current services and needs;
 - b) IPC process for monitoring and supporting transition planning between placements and services;
 - c) IPC process for out-of-county placement after all appropriate options in the county and in the state been exhausted;
 - d) IPC process for engaging with the regional center to support outreach to other regional centers and/or the Department of Developmental Services for options outside of the regional center catchment area; and
 - e) IPC consultation process with local education agencies and school districts on necessary educational services and programming.
- 3) The primary purpose of the IPC is to review and approve the initial or continued treatment of youth in a STRTP consistent with state law.
- 4) The IPC shall also serve to identify the most appropriate level of services and, whenever possible, the least restrictive placements for other highest priority children and youth. These levels of services or least restrictive placements may include but are not limited to Community Treatment Facilities, Community Care Licensed residential care facilities, Intensive Services Foster Care, Therapeutic Foster Care (TFC), Out-of-State Residential Placement, Residential-Based Services, and Wraparound services. Counties have the flexibility to establish local policies and procedures beyond what is in statute for the IPC.
- 5) Provide the CCR-TWG with monthly reports to include monthly placements, improvements in quality of service/systems, need for new or redesigned service delivery, areas for improvement, and on the status of implementation of the California's Integrated Core Practice Model.

B. INTEGRATED CORE PRACTICE MODEL

1. The SYSTEM PARTNERS hereby commit to the use of the California Integrated Core Practice Model (ICPM). The SYSTEM PARTNERS agree to mutually use the principles, values, and practice of the ICPM as guidance and direction in developing the COUNTY's shared values, core components and standards of practice in delivery of

- timely, effective, collaborative and integrated services to children, youth and families.
2. The following key values and principles shall be used when developing the standards of practice for engagement, assessment, service planning and implementation, monitoring, and transitions in the COUNTY's Operational Manual:

Values

- a. **Family-driven and youth-guided**

Recognition of family members to know more of their history, culture, and preferences about themselves, they are the experts. Consistent with the important developmental task of personal individualization, the choices of a child or youth should be solicited and respected, whenever possible, during the process.

- b. **Community-based**

The focus of service and resources reside within an adaptive and supportive structure of systems, processes, and relationships at the community level. Services and support strategies should take place in the most inclusive, responsive, accessible, and least restrictive settings where safety, permanence, and family members' participation in community life is maximized. Children, youth, and family members need access to the same range of activities and environments as other families, children, and youth within their community to support positive functioning and development.

- c. **Culturally and linguistically competent**

Culture includes a broad range of factors that shape identity, including, but reaching beyond, racial, ethnic, gender, and linguistic differences. It is critical that members of the team demonstrate respect for diversity in expression, opinion, and preference, especially as they come together in teams to make decisions. Communication must meet language and literacy needs. The team must embrace the family's traditions, values, heritage, and relationships with people and organizations with whom they share a cultural or spiritual identity as essential sources of support.

- d. **Racial Equity**

The team recognizes the racial inequities that persist in the systems and shall work together to achieve racial equity as an outcome and a process. As an outcome, racial equity will be achieved when race no longer determines the outcomes of each child and youth in the foster care. As a process, the team shall adopt a broad system of institutional trauma-informed and healing policies and practices to eliminate racial disproportionality, disparity and bias. The team shall likewise commit to involve those most impacted by structural racial inequity when developing such system of policies and practices.

Guiding Principles

- a. **Family voice and choice**

Each family member's perspective is intentionally elicited and prioritized during

all phases of the teaming and service process. The team strives to find options and choices for the plan that authentically reflect the family members' perspectives and preferences.

b. **Team-based**

The team consists of individuals agreed upon by the family members and committed to the family through informal, formal, and community support, and service relationships. At times, family members' choices about team membership may be shaped or limited by practical or legal considerations, however, the family should be supported to make informed decisions about who should be part of the team. Ultimately, family members may choose not to participate in the process if they are unwilling to accept certain members.

c. **Natural supports**

The team actively seeks and encourages full participation of members drawn from the family members' networks of interpersonal and community relationships. The plan reflects activities and interventions drawn on sources of natural support. These networks include friends, extended family, neighbors, coworkers, church members, and so on.

d. **Collaboration and integration**

Team members work cooperatively and share responsibility to jointly develop, implement, monitor, and evaluate an integrated, collaborative plan. This principle recognizes that the team is more likely to be successful to accomplish its work when team members approach decisions in an open-minded manner, prepared to listen to, and be influenced by, other team members. Members must be willing to provide their own perspectives with a commitment to focus on strengths and opportunities in addressing needs, and work to ensure that others have opportunity to provide input and feel safe doing so. Each team member must be committed to the team goals and the integrated team plan. For professional team members, interactions are governed by the goals in the plan and the decisions made by the team. This includes the use of resources controlled by individual members of the team. When legal mandates or other requirements constrain decisions, team members must be willing to work creatively and flexibly to find ways to satisfy mandates while also working toward team goals.

e. **Community-based**

The team shall strive to implement service and support strategies that are accessible and available within the community where the family lives. Children, youth, and family members shall receive support so that they can access the same range of activities and environments as other families, children, and youth within their community that support their positive functioning and development.

f. **Culturally and Racially respectful**

The planning and service process demonstrates respect for, and builds on the values, preferences - including race, language preferences, beliefs, culture and identity of the family members, and their community or tribe. Race and culture are recognized as the wisdom, healing traditions, and transmitted values that bind people from one generation to another. Cultural humility requires

acknowledgement that professional staff most often cannot meet all elements of cultural and racial competence for all people served. Professionals must ensure that the service plan supports the achievement of goals for change and is integrated into the youth's and family's race and cultures. Cultural humility and openness to learning foster successful empowerment and better outcomes.

g. Individualized

The principle of family voice and choice lays the foundation for individualization and flexibility in building the plan. While formal services may provide a portion of the help and support that a family needs, plans and resources must be customized to the specific needs of the individual child, youth, and family members. Each element of the family's service plan must be built on the unique and specific strengths, needs, and interests of family members, including the assets and resources of their community and culture.

h. Strengths-based

The service process and plan identify, build on, and enhance the capabilities, knowledge, skills, and assets of the child, youth, and family members, their tribe and community, and other team members. The team takes time to recognize and validate the skills, knowledge, insight, and strategies that the family and their team members have used to meet the challenges they have encountered in their lives - even though sometimes these strengths have been inadequate in the past. This commitment to a strengths-based orientation intends to highlight and support the achievement of outcomes not through a focus on eliminating family member's deficits, but rather through an effort to utilize and increase their assets. This begins with a uniform and singular use of the identified assessment tool. Doing so validates, builds on, and expands each family members' perspective (e.g., positive self-regard, self-efficacy, hope, optimism, and clarity of values, purpose, and identity), their interpersonal assets (e.g., social competence and social connectedness), and their expertise, skill, and knowledge.

i. Persistent

The team does not give up on, blame or reject children, youth, or their families. When faced with challenges or setbacks, the team continues working towards meeting the needs of the youth and family and towards achieving the team's goals. Undesired behavior, events, or outcomes are not seen as evidence of youth or family "failure" but, rather, are interpreted as an indication that the plan should be revised to be more successful in achieving the positive outcomes associated with the goals. At times, this requires team commitment to revise and implement a plan, even in the face of limited system capacity or resources.

j. Outcomes-based

The team ties the goals and strategies of the plan to observable or measurable indicators of success, monitors progress consistent with those indicators, and revises the Child and Adolescent Needs and Strengths (CANS) and service plan accordingly. This principle emphasizes that the team is accountable – to the family and all the team members, to the systems of care which serve the children, youth, and families, and to the community. Tracking progress toward outcomes

and goals keeps the plan on track and indicates need for revision of strategies and interventions as necessary. It also helps the team maintain hope, cohesion, and effectiveness and allows the family to recognize that things are, indeed, changing and progress is being made.

3. The Operational Manual shall also include training provisions to ensure that all staff from agencies and contractors who are directly involved in the delivery of service are aware of the components, principles, purpose and role of the ICPM. The Operational Manual shall also ensure that ICPM is consistently referenced in trainings, meetings, and other settings as the source for best practice delivery.

C. ENGAGEMENT, SCREENING, ASSESSMENT AND ENTRY TO CARE

1. The SYSTEM PARTNERS shall develop the shared values and standards of practice and tools to engage, screen, and assess children and youth during their entry to care. This shall be outlined in the COUNTY's Operational Manual. This shall be used by all COUNTY staff who are tasked to perform these activities as well as employees of COUNTY contractors of the Welcoming Centers. The Welcoming Center shall serve as the non-residential receiving facility for children placed in temporary custody by law enforcement officers and/or social workers. In addition to serving as the intake center, the Welcoming Center shall also be used to assess and evaluate the medical and mental health needs of the children brought there.
2. Engagement strategies shall be based on the recognition that the beginning is the most powerful time in the service delivery process to set expectations for what is likely to occur, create the context for development of positive, helpful relationships, and support or hinder the potential for positive outcomes. As such, engagement strategies must serve as an opportunity to establish the family's orientation to various service activities and access as one in which they are recognized as an integral part of the process in which their needs and strengths are identified, and preferences are prioritized. If necessary, crisis needs must be addressed immediately and safety plans established. Engagement activities must be completed relatively quickly.
3. In order to enhance unified service planning, reduce impact on youth and caregivers, and reduce administrative costs to partners, agencies shall use an integrated assessment procedure that shall be outlined in the Operational Manual. Assessment shall be inclusive of all children entering foster care and comprehensive with respect to the identification of possible physical health, mental health, and developmental problems.
4. The Operational Manual shall provide timelines and deadlines to ensure that assessment is conducted in a timely manner in accordance with legal requirements. Assessment shall also be performed by a clinician who is knowledgeable about the treatment of children in foster care and can provide regular, ongoing primary care services. Assessment shall be part of the engagement process that allows COUNTY and contractor practitioners to understand what has happened to the child/youth and family, including their current priority needs and the strengths that have helped them to survive their past.

5. The SYSTEM PARTNERS hereby adopt CANS as the functional and multi-purpose assessment tool and may be used to assess the well-being, identify a range of social and behavioral healthcare needs, support care coordination and collaborative decision-making, and monitor outcomes of individuals, providers, and systems. The assessment process shall begin at the first contact with the parent(s), child/youth when the assigned staff provider begins to elicit the family's story, as individual strengths and needs begin to be identified. It shall continue during the identification and involvement of other potential sources of information and support during the development of the CFT.
6. The initial CANS assessment shall be created to identify prioritized views of the strengths and needs of the family, including the reconciliation of perspectives within the team when differences occur. This shared understanding shall be used to guide development of an integrated service plan for the family. In child welfare, the focus of the assessment process shall be on identification of risks to the child's safety, the risk of future maltreatment, parental protective capacity, and child well-being. In juvenile probation, assessment shall include identification of the youth's and/or family members' criminogenic needs (antisocial attitudes, values and beliefs; low self-control; criminal peers; substance abuse; and family issues that may be dysfunctional to successful family life).
7. As part of the formal assessment process, all children and youth shall be screened for indications of mental health needs. If indicated by the result of the standardized screening, a more in-depth health assessment shall be done by a credentialed professional. This mental health screening is accomplished by collaboration with Child Welfare and Behavioral Health via the Pathways to Wellbeing process pursuant to the Katie A. via Bonita (2011) settlement.
8. By itself, a screening shall not determine either the actual need for mental health services or the kinds of services that may be needed. When a screening indicates behavioral health concerns, the child/youth will be referred for a mental health assessment which shall include a psychosocial assessment to evaluate the status of a child or youth's mental, emotional, developmental, or behavioral health to support a diagnosis that substantiates medical necessity, as appropriate, and includes a broad assessment of psychosocial risk factors related to the child's environment and trauma exposure.
9. The specific child welfare and juvenile probation assessments should be comprehensive enough to obtain information about the relevant events and behaviors that brought the children and families into service, as well as an initial identification of the child, youth's, and family members' underlying strengths and needs. This discovery process is intended to help children and families self-identify the needs that brought them into care, but also begin to develop a vision of what the family members' lives might be like if they could achieve a better life as they define it. Assessment also shall include determining the willingness, capability, and availability of resources to achieve safety, permanency, and well-being for children and safety for the community. This assessment information should be used to inform the shared CANS assessment process.

10. The intent of the shared standardized CANS assessment process shall be to enhance care coordination, identify strengths and needs of child/youth, family engagement, collaborative decision-making and consensus-building across systems, and provides the opportunity for shared monitoring of child and family outcomes and well-being. The use of a cross-agency CANS process shall be aimed at creating a common language and shared understanding across disciplines, and at facilitating shared decision-making and results in more comprehensive, integrated service plans for CFT members.
11. The CANS shall serve as the formal initial and continuous child welfare assessment tool used within the CFT to inform the case plan goals and placement decisions for the child, youth, and family. Case plan shall mean “a written document which is developed based upon an assessment of the circumstances which required child welfare services intervention; and in which the team has identified goals and the objectives to be achieved, the specific services to be provided, and case management activities to be performed.”
12. The SYSTEM PARTNERS also hereby adopt the 50 Core Items, known as the CANS Core 50, as the COUNTY’s required assessment data fields. Additional items may be added based on identified the local needs. All CANS scores must accurately reflect the consensus of the CFT members. The CANS scores should be discussed and understood within the CFT meeting environment to inform decisions made by the team. CANS results shall be used to assist the CFT to determine the following, which includes, but is not limited to:
 - a. Placement and housing decisions;
 - b. Identifying services and supports needed by the child/youth;
 - c. Determination if the child or youth is impacted by trauma and has unmet mental health needs;
 - d. Development of basic and advanced life skills for transitional age youth;
 - e. Determination of educational needs;
 - f. Identification of any immediate supports needed for the family and/or care provider, such as childcare.
13. The Operational Manual shall include training provisions to ensure that all staff from agencies and contractors who are directly involved during the entry of children and youth to care are aware of and understand the principles and standard of practice and procedures. The Operational Manual shall also include provisions to ensure that current procedures are regularly evaluated and updated as necessary.

D. CHILD AND FAMILY TEAMING AND UNIFIED SERVICE PLANNING

1. The SYSTEM PARTNERS hereby adopt the practice of working together as a team with children, youth, and families as central to the implementation of family-centered practice. The SYSTEM PARTNERS further agree to adopt a single CFT as a unified teaming process for all youth in care to maximize planning and family engagement. The conduct of a single CFT shall be outlined in the Operational Manual.
2. The Operational Manual shall outline the process for when a CFT meeting should be convened, by who, and how partner agencies can support the work of the CFT. The

- Manual shall also include policies for cross-system planning and coordination to ensure that there is only one team process for any single family in care.
3. Team composition is guided by the family's input and their needs and preferences. The CFT shall be comprised of the youth and family and all the ancillary individuals they have agreed to participate on their team who will help and support them toward their successful transition out of the child welfare system. A CFT must always consider including persons with natural supportive relationships with the family, so that the family's support system will continue to exist after formal services are completed. The Ancillary individuals shall include, but not limited to the following:
 - a. Extended family members
 - b. Foster parents
 - c. Other significant individuals identified by youth
 - d. Natural and informal support such as friends, coaches, faith-based connections
 - e. Concerned professionals and community members such as:
 - 1) DFCS Representative
 - 2) JPD Representative
 - 3) BHSD Representative
 - 4) Regional Center Representative
 - 5) SCCOE Representative
 - 6) School Education Local Plan Area (SELPA) representative
 - 7) Local Education Agency (LEA) Representative
 - 8) Court Appointed Special Advocates
 - 9) Community Service Providers Representatives
 4. The CFT meetings shall be distinguished as the primary way the team shares responsibility for assessing, creating case plans, coordinating care, and delivering services. The CFT meetings shall serve as an efficient way to support close communication and integrated activity within the team. Who participates in a CFT meeting may vary depending on the stage of team formation, the phase of service delivery, the focus of the meeting agenda, or what supports and resources are required at a given moment in time. Whether or not every team member shall be physically participating at a meeting, it is critical that all team members shall have the information they need to fulfill their role on the team. CFT meeting schedules and locations must be guided by the family's needs and preferences.
 5. During CFT meetings, all members shall participate in the development and implementation of the care plan and shall be responsible for supporting the child/youth and family in attaining their goals. The process shall be standardized to include:
 - a. A clearly defined purpose, goal and agenda for each meeting;
 - b. An agreed-upon decision-making process;
 - c. Identification of family strengths and needs;
 - d. A brainstorming and option-generating process; and
 - e. Specific action steps to be carried out by team members according to a timeline.

- f. Routine evaluation and refinement of plan intervention strategies to assure that progress is made toward the established goals and changes are made if approaches are not successful; and
 - g. Planning for the transition of formal services as goals are met and symptoms and problem behaviors are improved and result in improved developmental functioning and well-being.
6. Each CFT shall have a designated facilitator who shall set the meeting agenda with prior input from the members, convene, and ensure the meeting runs smoothly and with fidelity to the ICPM. The facilitator shall also be responsible for ensuring that members of the team are all committed to using the CFT structure to work across the systems, building positive relationships, and sharing creative energy and resources that result in an integrated approach to meet the family's needs. The facilitator shall likewise ensure that members of the team contribute based on their specialized expertise and experience in identifying child and family needs that may, potentially and unintentionally, not be identified or addressed by other service delivery systems.
 7. The Operational Manual shall include provisions that ensure participation by the child/youth, family or caregiver and significant others so that the child/youth's assessment and plan address the include timelines to ensure that the CFT is convened in a timely manner. The team process shall begin with the initial interactions between the identified partner agencies and contractor workers and the child/youth and family, a small informal team working together to identify the child/youth's and family's strengths and underlying needs. As these strengths and needs are identified, the original team shall expand to include other members as necessary and appropriate. The Manual shall also identify variety of tools and techniques, such as scaling interview and motivational interviewing, to help members elicit necessary information and provide opportunity for individuals to decide how to share information with the CFT in ways that do not compromise their right to privacy.
 8. The Operational Manual shall include training provisions to ensure that all staff from agencies and contractors who are directly involved in the CFT process will have a working knowledge of the process and their respective roles. The Operational Manual shall also include provisions to develop a standard orientation of the process that will be used for children, youth, family as well as participating individuals who are outside the partner agencies and contractors.

E. ALIGNMENT AND COORDINATION OF SERVICES

1. The SYSTEM PARTNERS hereby agree to work together as equal partners when engaging and surrounding the child/youth and family with needed services, resources, and supports. To minimize confusion for families, maximize resources, and achieve desired outcomes, the SYSTEM PARTNERS agree to coordinate and integrate all its services most especially for children and youth with complex challenges and needs and require multiple services from multiple agencies. Community partners and contractors shall also be required to work collaboratively to align timelines for all aspects of care, from screening and assessment to service delivery.

2. Alignment and coordination of services shall be the primary objective when developing the Operational Manual. It shall also be the objective of all levels of shared decision-making process, be this in the CCR-ILT, IPC, or CFT. This shall also be the objective of each of the following service activities of the IPC and CFT:
 - a. Assessment
 - 1) Assessing client's and family's needs and strengths
 - 2) Assessing adequacy and availability of resources
 - 3) Reviewing information from family and other sources
 - 4) Evaluating effectiveness of previous interventions and activities, if any
 - b. Service Planning and Implementation
 - 1) Developing an integrated plan with specific goals, activities, measurements and objectives
 - 2) Ensuring the active participation of client and individuals involved and clarifying the roles of the individuals involved
 - 3) Identifying the interventions/course of action targeted at the client's and family's assessed needs
 - c. Monitoring and Adapting
 - 1) Monitoring to ensure access to needed services
 - 2) Monitoring that identified services and activities are progressing appropriately
 - 3) Changing and redirecting actions targeted at the client's and family's assessed needs within prescribed time
 - d. Transition
 - 1) Discussing resources needed for purposeful transition out of formal services
 - 2) Developing a transition plan for the client and family to foster long term stability including the effective use of natural supports and community resources.

F. INFORMATION AND DATA SHARING

1. The SYSTEM PARTNERS hereby agree, to the fullest extent allowed by law, to share necessary and relevant client specific information and program data in order to conduct, evaluate, and improve treatment and care coordination systems to ensure that the highest quality care is available to children, youth, families and caregivers
2. To the extent permitted under federal law and WIC Section 16521.6, which waives certain otherwise applicable confidentiality requirements in state law, members of the CCR-ILT may share confidential information if the member of the team having that information or writing reasonably believes it is generally relevant to the identification, reduction, or elimination of barriers to services for, or to placement of, children and youth in foster care or to improve provision of those services or those placements. Nothing in this MOU or the Operational Manual shall permit disclosure of such data for other purposes unless consistent with federal and state law.
3. Any information or writing disclosed or exchanged shall be confidential and shall not be open to public inspection, unless the information or writing is aggregated and de-identified in a manner that prevents the identification of an individual who is a subject

of that information or writing. Any discussion concerning the disclosed or exchanged information or writing during a CCR-ILT team meeting shall be confidential and shall not be open to public inspection.

4. The Operational Manual shall outline the appropriate circumstances and procedures to share client specific information in order to foster timely and appropriate care and to share in the state's pursuit of outcomes that inform improved services to youth served by its systems. The Manual shall include, among others, the following:
 - a. Types and details of information that can be shared and with whom, taking into consideration the classification of the recipient such as "covered entity" or a "business associate" under the Health Insurance Portability and Accountability Act (HIPAA);
 - b. The use of a single, uniform Release of Information (ROI) form for all members of the SYSTEM PARTNERS, where feasible and permitted by law, for use with children, youth, and families;
 - c. Protocol on electronic access, sharing, and storing of information and data;
 - d. Protocol on the destruction of disclosed or exchanged information or a writing once the purposes for which it was disclosed or exchanged have been satisfied;
 - e. Applicable confidentiality provisions for all multiagency structures;
 - f. Retention policy.
5. Members of the FosterVision Steering Committee shall be invited to participate in meetings initiated by the CCR-TWG to discuss data sharing provisions in the Operational Manual, but such participation does not confer SYSTEM PARTNER status. To the extent that any members of the FosterVision Steering Committee are not otherwise designees of SYSTEM PARTNERS, those members would not be able to access confidential client information under the structures of this MOU.
6. Members of the interagency placement committee, as defined above and as defined in WIC Section 4096; child abuse multidisciplinary personnel team, as defined in WIC Section 18961.7; or child and family team, as defined in paragraph (4) of subdivision (a) of WIC Section 16501, that is convened for the purpose of implementing the provisions of this MOU shall comply with applicable statutory confidentiality provisions for that committee or team. Members of teams convened for purposes of implementing this MOU shall comply with applicable records retention policies for their respective agencies or programs.
7. Legal counsels of the SYSTEM PARTNERS shall be required to review and approve the data sharing policies, protocol and procedures prior to the approval and adoption by the CCR-ILT.
8. A separate interagency data sharing agreement shall be entered into by all involved agencies to allow for the sharing of information, both child-specific and in aggregate, as well as to ensure compliance with all provisions of this MOU and other legal requirements governing such data sharing to improve or change services, identify service gaps, identify and address policy and/or systemic barriers.

G. STAFF RECRUITMENT, TRAINING AND COACHING

1. The SYSTEM PARTNERS acknowledge the value of having highly trained and

- competent staff teams. As such, the SYSTEM PARTNERS do hereby commit to ensuring that social workers, probation officers, therapists, doctors, clinicians, educators, support and administrative personnel are fully prepared to deliver the seamless and integrated services as outlined in this agreement, and agree to share best practices regarding the recruitment, training and coaching of staff.
2. The CCR-TWG shall identify all positions directly related to the delivery of the system of care and review the same to provide recommendations regarding the appropriate description, standards, experience and qualifications. The minimum requirements for such positions shall be outlined in the Operational Manual. The Operational Manual shall also outline recommended required trainings during on-boarding of newly hired employees.
 3. Upon approval and adoption of the Operational Manual, a shared, single integrated training plan shall be pursued to ensure that staff are trained in the principles and practices of trauma-informed care, cross-system collaboration to deliver seamless, integrated services, including a commitment to recruitment and support of staff to align with collaborative work. Efforts should include both traditional classroom-based learning as well as coaching and mentorship opportunities to embed system of care practices.
 4. Training or in-service content which may be of value to System Partner staff or other key partners shall be planned and delivered via joint process. Financial training resources shall be used in the most flexible and adaptable manner possible to facilitate the cross training and preparation of team members.
 5. The Operational Manual shall also include provisions on the following:
 - a. Ongoing opportunities to cross train staff in direct service roles from various county systems (i.e. child welfare, behavioral health, juvenile probation, regional centers, education), especially in key elements of ICPM such as engagement, teaming, care and service planning and transitioning.
 - b. Ongoing training plan on trauma informed care.
 - c. Ongoing coaching opportunities to help with the transfer of learning to practice, continue with skill building, being able to problem solve, and staying on track.
 6. The SYSTEM PARTNERS also agree to share best practices and recommendations regarding the Performance Evaluations and supervision of certain key manager and supervisor positions in direct service roles. The Operational Manual shall include or summarize the Performance Review processes of SYSTEM PARTNER agencies to the extent allowed by state and federal employment laws.

H. FINANCIAL RESOURCE MANAGEMENT

1. The SYSTEM PARTNERS hereby commit to collaborative cost sharing and management of financial responsibility to minimize delays in services and breakdowns in timely, appropriate, and necessary supports and interventions for children and their families. The SYSTEM PARTNERS shall consider a child-family centered approach to planning and openness to creative, streamlined and flexible financial solutions when determining solutions to local financial responsibility barriers.

2. Notwithstanding the generally categorical nature of each System Partner's revenues, SYSTEM PARTNERS shall inform the CCR-ILT membership about available funding, State and Federal revenues including on-going funding, one-time funding opportunities, revenue enhancements and Request for Proposals (RFP), and grant opportunities for programs and services for children, youth and families.
3. Funding may consist of federal, state, local, or private resources within the discretion of the SYSTEM PARTNERS, and shall be sought or applied for, planned, monitored and distributed according to joint decisions of the CCR-ILT. Funding decisions subject to approval by the governing body of each partner agency shall be brought to those governing bodies with a recommendation to approve as joint decision of CCR-ILT.
4. The CCR-TWG shall initiate for its key members joint interagency trainings on financial statutes and regulations to reduce antiquated processes and misinterpreted statutes and regulations. Such trainings shall be designed to foster relationships understanding and interpretation of statutes and regulations to assist them in making informed recommendations to the CCR-ILT. The trainings shall include opportunities to assess current financial practices and determine where regulations and statutes financially confine agencies and where space is available to be financially creative and flexible while ensuring that confidential and privileged information regarding members' financial practices are not shared or discussed.
5. In addition to these trainings, the CCR-TWG shall also be responsible for identifying best or promising financial practices from other counties or states that may be adopted for use in the COUNTY.
6. The CCR-TWG shall also support community-based organizations in encouraging them to avail of private financial resources for programs that are deemed to be valuable in complementing the system of care.

I. DISPUTE RESOLUTION PROCESS

1. The SYSTEM PARTNERS hereby commit to focusing on good faith and the shared vision, values and practices of this agreement when resolving any disputes or disagreements including those arising from conflicting policy, guidance, or in differing opinions as to what services are needed for a particular youth or family. The SYSTEM PARTNERS shall settle any relevant disputes through consensus or simple majority vote among all non-advisory members (whether or not all are present) if consensus cannot be reached.
2. In cases where identified resolution of a dispute is deemed to have significant impact on the state policy, direction, sharing of resources, strategy or related cross agency issues, the SYSTEM PARTNERS shall consult with the concerned state agencies prior to any decision.
3. Any dispute or disagreement arising at the level of the CCR-TWG and the CCR-IPC, including case-specific disputes associated with a CFT or IPC process, shall also be resolved following the mechanism outlined in Paragraph 1 of this section.
4. Performance of this MOU and the Operational Manual shall continue during any necessary dispute proceeding or any other dispute resolution mechanism. No

payment due or payable by any SYSTEM PARTNER shall be withheld on account of any dispute resolution mechanism except to the extent that such payment is the subject of such dispute.

5. This dispute resolution process does not encompass personnel matters or other labor and employment disputes related to this MOU or employees of the SYSTEM PARTNERS.

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

1. The SYSTEM PARTNERS hereby acknowledge that beyond the recruitment, retention and support provided by child welfare and probation systems, resource families also interact with, and are dependent upon the services of, other partner agencies and systems to meet the health, mental health, developmental and education needs of the foster children and youth in their care. The SYSTEM PARTNERS further recognize the respective roles of each member agency in identifying and supporting these resource family caregivers of foster children and youth and that all system partners work collaboratively to support these families.
2. The SYSTEM PARTNERS therefore agree to collaborative, uniform and consistent protocols for identifying, recruiting and supporting family-based caregivers and therapeutic care environments to foster safe, permanent and healthy out-of-home placement when necessary and deliver high quality, trauma-informed care to children, youth, and their families.
3. Towards this end, the SYSTEM PARTNERS agree to share necessary information and processes required to support recruitment and retention efforts including, but not limited to, recommendations related to the review of STRTP and FFA Program Statements and applications, investigation of complaints or grievances, drafting and execution or contracts with providers, and delivering technical assistance and oversight, including on-site reviews of programs and services.
4. The SYSTEM PARTNERS shall also work together in establishing the characteristics and qualifications to ensure recruitment of quality resource families to care for children and youth at all levels of placement but with particular focus on those with complex needs. The SYSTEM PARTNERS shall also identify and resolve barriers and determine the strategies to ensure successful recruitment, retention and support by resource families. Such support shall include short-term or long-term, intensive, highly coordinated, trauma-informed, and individualized intervention, provided by a parent to a child or youth who has complex emotional and behavioral needs such as services provided under the TFC Program. It shall also include stabilization services to support children and youth in the placement environment. The Operational Manual shall include corresponding process, protocols and procedures for these efforts.

V. MUTUAL HOLD HARMLESS PROVISION

- A. The SYSTEM PARTNERS that are departments and agencies of the County of Santa Clara (SSA, DFCS, JPD, BHSD, PHD) are part of one legal entity (County of Santa Clara). For purposes of this section, the County of Santa Clara, SCCOE, COURT, SARC, and FIRST 5

are the parties entering into a mutual hold harmless provision (INDEMNIFIED PARTIES). In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the INDEMNIFIED PARTIES that are governmental entities pursuant to Government Code Section 895.6, all INDEMNIFIED PARTIES agree that all losses or liabilities incurred by any of the INDEMNIFIED PARTIES shall not be shared pro rata but, instead INDEMNIFIED PARTIES agree that each of the INDEMNIFIED PARTIES hereto shall fully indemnify and hold each of the other INDEMNIFIED PARTIES, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Parties under this Agreement.

- B. EMPLOYEES of each member of the SYSTEM PARTNERS shall not be considered employees or joint employees of the other members for purposes of workers' compensation, common law employment or statutory employment obligations or benefits.

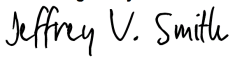
VI. AGREEMENT EXECUTION


Unless otherwise prohibited by law or COUNTY policy, the parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term "electronically signed agreement" means an agreement that is executed by applying an electronic signature using technology approved by the COUNTY.

IN WITNESS WHEREOF, the following individuals, as duly authorized representatives of their agencies, hereby agree to the terms of and execute this Memorandum of Understanding:

COUNTY OF SANTA CLARA

SANTA CLARA COUNTY SUPERIOR COURT

DocuSigned by:

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Jeffrey V. Smith, M.D., J.D.
County Executive
Date: 7/1/2020

DocuSigned by:

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Honorable Deborah A. Ryan
Presiding Judge
Date: 6/25/2020

**SANTA CLARA COUNTY OFFICE OF
EDUCATION**

DocuSigned by:



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Robert Menicocci, Director
Social Services Agency
Date: 7/1/2020

DocuSigned by:



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Mary Ann Dewan, Ph.D.
County Superintendent of Schools
Date: 6/25/2020

SAN ANDREAS REGIONAL CENTER

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Sherri Terao, Interim Director
Behavioral Health Services Department
Date: 6/30/2020

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Javier Zaldivar
Executive Director
Date: 6/29/2020

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Laura Garnette, Chief Probation Officer
Probation Department
Date: 6/30/2020

DocuSigned by:



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Jolene Smith
Chief Executive Officer
Date: 6/29/2020

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DocuSigned by:



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Dr. Sara Cody, Director
Public Health Department
Date: 6/30/2020

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:



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Mary E. Hanna-Weir, Deputy County Counsel
Date: 6/24/2020