MEMORANDUM OF UNDERSTANDING
FOR THE DEVELOPMENT AND PROVISION OF A
TRAUMA-INFORMED SYSTEM-OF-CARE FOR FOSTER YOUTH

This Memorandum of Understanding (MOU) is entered into by and between the County of Orange, Orange County Superintendent of Schools, also known as the Orange County Department of Education (OCDE), and Regional Center of Orange County (RCOC). The County of Orange may be referred to as "COUNTY" and is acting through the Social Services Agency (SSA), Health Care Agency (HCA), and Probation Department (PROBATION). This MOU establishes expectations for the design, delivery, and management of services to children and youth in foster care who have experienced severe trauma, non-minor dependents (NMDs), and families, who have experienced severe trauma and/or are at-risk of future trauma and are involved in and/or at-risk of being involved in the child welfare and/or probation systems in Orange County, referred to as "Target Population" through a Trauma-Informed System-of-Care.

COUNTY, OCDE, and RCOC may be referred to individually as "Party" and collectively as "the Parties." The relationship between COUNTY, OCDE, and RCOC, with regard to this MOU, is based upon the following:

1. This MOU is established in a collaborative effort, in accordance with Welfare and Institutions Code (WIC) § 16521.6 (State of California Assembly Bill 2083, effective September 27, 2018) to ensure that coordinated, timely, and trauma-informed services are provided to children and youth in foster care who have experienced severe trauma.
2. This MOU recognizes the Parties as local system partners involved in the coordination and delivery of public programs and services that support caregivers and providers in meeting the educational, developmental, physical, emotional, and behavioral health needs of children and youth in foster care who have experienced severe trauma, NMDs, and families involved in the child welfare and probation systems in Orange County.
3. This MOU provides a framework that will guide the operations and the activities, decisions, and direction of each of the local system partners that serve children and youth in foster care who have experienced severe trauma.

4. This MOU sets forth the procedures authorized by the SSA Child Welfare Director, HCA Deputy Agency Director, Chief Probation Officer, OCDE Administrator, and RCOC Executive Director for their respective employees to follow in the provision of these services.
5. The Parties mutually agree to the following terms and conditions:

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1. TERM

The term of this MOU shall commence on October 1, 2021, and end on September 31, 2026, however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to hold harmless and confidentiality for the COUNTY, OCDE, and RCOC. COUNTY, OCDE, and RCOC may mutually agree in writing to extend the term of this MOU for up to twelve (12) additional months upon the same terms and conditions.

2. MISSION, PURPOSE, GOALS, AND PRINCIPLES OF ORANGE COUNTY'S TRAUMA-INFORMED SYSTEM-OF-CARE

2.1 Mission

2.1.1 The Parties seek to ensure that all public programs for the Target Population provide trauma-informed services in an integrated, comprehensive, culturally responsive, and evidence-based/best practice manner.

2.1.2 This mission includes a commitment among the Parties to improve the experience of the Target Population navigating public serving agencies, through county-level collaborations and partnerships that manage or oversee the delivery of services affecting those impacted by the child welfare and probation systems in Orange County who have experienced severe trauma.

2.2 Purpose

2.2.1 This MOU sets forth the roles and responsibilities of the Parties that serve the Target Population.

2.2.2 This MOU seeks to ensure the Parties will serve as a coordinating council and planning body for the programs and policies that facilitate the provision of coordinated, integrated, and effective trauma-informed services for the Target Population.

2.2.3 The Parties agree that consistent inter-departmental and inter-agency leadership is essential to successful collaboration on behalf of the Target Population.

2.3 Goals

2.3.1 Develop a coordinated, timely, and Trauma-Informed System-of-Care approach for the Target Population.

2.3.2 Address systemic barriers to the provision of inter-departmental and inter-agency services.

2.3.3 Align service planning and leverage existing processes and structures within and across departments and agencies to provide a comprehensive array of integrated public community-based services, supports, and placements.

2.3.4 Create an administrative Interagency Leadership Team (ILT) with collaborative authority over the interrelated child welfare, juvenile justice, education, developmental, and children's behavioral health services in Orange County.

2.3.4.1 The Parties do not delegate their legal authority with respect to any core function or power of their agency, office, department, or position.

2.3.4.2 The Parties are not establishing policies intended to be averse to any relevant agency-wide policies, rules, or agreements.

2.3.4.3 The Parties fully support the structure and processes contained in this MOU, intended to provide a framework that will guide their agency and employee operations, activities, and decisions involving the Target Population.

2.4 Principles

2.4.1 Promote and provide services which are trauma-informed, outcome-

focused, family-centered, strength-based, culturally-informed, comprehensive, and integrated to the extent possible by a single service plan, and which encourage the Target Population to develop and leverage their unique resources and natural supports to overcome challenges.

2.4.2 Identify, develop, and maintain public community-based service systems which can intervene early to respond to and/or prevent challenges experienced by the Target Population.

2.4.3 Provide services to the Target Population in community-based settings that are least restrictive and that minimize stigma.

2.4.4 Identify, develop, and monitor coordinated policies, procedures, resources, and implementation practices for the benefit of the Target Population.

2.4.5 Adopt confidentiality standards for data sharing as consistent with and authorized by the following:

2.4.5.1 SSA - WIC §§ 827 through 832, §10850, and §18986.46, 34 Code of Federal Regulations (CFR) 99, Local Rule 903.1 – Exchange of Confidential Information of Orange County Superior Court, and California Rule of Court § 5.552 – Confidentiality of Records.

2.4.5.2 HCA - Federal and State privacy laws including, without limitation, Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Confidentiality of Substance Use Disorder Patient Records (42 CFR Part 2), the California Confidentiality of Medical Information Act (CMIA) (see Civil Code 56 et seq.), and WIC §§ 5328 -5330.

2.4.5.3 Probation – Local Rule 903.1 – Exchange of Confidential

Information of Orange County Superior Court, WIC §§ 827 through 832, and California Rule of Court Section 5.552 – Confidentiality of Records.

2.4.5.4 RCOC - Federal and State privacy laws including, without limitation, HIPAA and the Lanterman Developmental Disabilities Services Act (WIC §4500 et seq.).

2.4.5.5 OCDE – Family and Educational Rights and Privacy Act (FERPA), as amended (20 U.S.C. § 1232g; 34 CFR Part 99), the California Information Practices Act (California Civil Code Section 1798 et seq.), California Education Code Section 49060 et seq. (Chapter 6.5, Pupil Records), Student Online Personal Information Protection Act (SOPIPA), Article 1, Section 1 of the California Constitution, and all other applicable federal and State laws and regulations that safeguard education records, privacy, and confidentiality.

2.4.6 Provide on-going support and guidance to each Party and its staff in providing services and resources for the Target Population consistent with the mission, purpose, goals, and principles of this MOU.

2.4.7 Identify and address barriers to cost sharing and promote use of creative fiscal strategies that responsibly leverage available financial resources in order to provide the Target Population with timely access to an array of quality services.

2.4.8 Incorporate the voices, experiences, and wisdom of the Target Population and caregivers into the collaborations and partnerships captured by this MOU.

2.4.9 Ensure the appropriate utilization of treatment and rehabilitation services for the Target Population in conjunction with appropriate court

supervision while considering the safety of the community and public-at-large.

2.4.10 Promote and maintain quality services that are cost-effective, evidence-based, and appropriate through exploring the use of shared service authorization/re-authorization, and outcomes evaluation as allowed by law.

2.4.11 Promote coordinated data collection, tracking, and exchange, as allowed by law, among the Parties in a manner that permits performance measurement.

2.4.12 Prioritize the sharing of information, as authorized by law, between the Parties such that delays in service delivery are minimized.

3. DEFINITIONS

3.1 Child and Family Team (CFT) - Per WIC § 16501, a group of individuals who are convened by the placing agency and who are engaged through a variety of team-based processes to identify the strengths and needs of the child or NMD and family, and to help achieve positive outcomes for safety, permanency, and well-being.

3.2 Continuum of Care Reform (CCR)

3.2.1 CCR draws together existing and new reforms to California's child welfare services program and provides the statutory and policy framework to ensure services and supports for children, youth, NMDs, and families are tailored toward the ultimate goal of maintaining stable permanent families.

3.2.2 CCR is designed to meet the individualized needs of children, youth, and NMDs in foster care who have experienced trauma, abuse and/or neglect, and provide meaningful supports for the families that care for them.

3.2.3 The goal of CCR is to improve the child welfare system through: use of

comprehensive child assessments; increased utilization of home-based family care; provision of services and supports for home-based family care; reduced reliance on congregate care placement settings; and creation of faster paths to permanency for youth involved in the child welfare and juvenile justice systems.

3.3 Child and Adolescent Needs and Strengths (CANS) Tool

3.3.1 The CANS tool is a multi-purpose assessment tool used by the CFT, that HCA and SSA collaborate to administer, to inform decision-making and to monitor the outcome(s) of services.

3.3.2 The CANS tool can help guide conversations among CFT members to assess the well-being of children and youth, identify the presence of trauma indicators, identify a range of social and behavioral strengths and healthcare needs, inform and support care and service coordination, aid in case planning activities, and inform decisions about placement.

3.4 Families First Prevention Services Act (FFPSA)

3.4.1 Federal law enacted in 2018 (Public Law 115-123), which amended existing provisions within Title IV-B and IV-E of the Social Security Act and established new preventive service options and requirements for foster care placement settings.

3.4.2 Under FFPSA, federal financial resources may be available to child welfare jurisdictions for kinship navigator services and select evidenced-based prevention services to strengthen families and communities, including behavioral health and substance abuse prevention and treatment services, and in-home parenting skill-based programs for children or youth who are candidates for foster care, pregnant or parenting youth in foster care, and the parents or kin caregivers of those children and youth.

3.4.3 Implementation of FFPSA will create new processes to ensure that a Title

IV-E eligible child placed in a Short-Term Residential Therapeutic Program facility (STRTP) that meets the federal requirements of a Qualified Residential Treatment Program (QRTP), needs the level of treatment intervention offered by the facility, and that within 30 days of entering the facility, the child receives an assessment from a qualified individual using an appropriate functional assessment tool to determine whether they need care in a STRTP and whether that particular residential facility can meet their specific treatment needs.

3.5 Intensive Services Foster Care (ISFC) – Private nonprofit or public agency program model of home-based family care for eligible children whose needs for safety, permanency, and well-being require specially trained resource parents, and intensive professional and paraprofessional services.

3.6 Non-Minor Dependent (NMD) – Pursuant to WIC § 11400(v), a dependent or ward of the juvenile court, or a non-minor under the transition jurisdiction of the juvenile court, who has attained the age of eighteen (18) years while in foster care and is eligible for Extended Foster Care.

3.7 Resource Family – A caregiver who provides out-of-home care for children in foster care. Resource Families include individuals, couples, and families. They may be related, have a familiar or mentoring relationship, or no previous relationship with the child.

3.8 Short-Term Residential Therapeutic Program (STRTP) - A residential facility licensed by the California Department of Social Services (CDSS) and operated by a public agency or private organization, to provide specialized 24-hour care and supervision, treatment, services, and supports, to children and NMDs.

3.9 Therapeutic Foster Care (TFC) - Short-term, intensive, highly coordinated, trauma-informed, and individualized rehabilitative services covered under Medi-Cal that are provided to youth up to twenty-one (21) years of age, with complex

emotional and behavioral needs, who are placed with trained and supported TFC resource parents.

3.10 Trauma-Informed - A response model that fully integrates knowledge about trauma into interventions and engagement strategies.

3.11 Wraparound

3.11.1 Family-focused, strength-based, needs-driven, team-oriented collaborative, and coordinated system of support for children and families.

3.11.2 The Wraparound team is comprised of family members, friends, service providers, peer specialists, advocates, and other members of a family's community.

3.11.3 The goals of Wraparound include addressing crises to facilitate keeping reunified children with their respective parents and maintaining children in the least restrictive, most family-like setting possible, and within their own communities.

3.11.4 The Wraparound process provides an array of services and supports, including, but not limited to, respite, case management activities, support groups, advocacy, treatment, family training, home/school services, behavioral health services, and coordination with community services.

4. POPULATION TO BE SERVED

Children and youth in foster care who have experienced severe trauma, NMDs, and families, who have experienced severe trauma and/or are at-risk of future trauma and are involved in and/or are at-risk of being involved in the child welfare and/or probation systems in Orange County.

5. INTERAGENCY LEADERSHIP TEAM (ILT)

5.1 The ILT serves as the leadership team of this collaborative effort and will initially consist of the SSA Child Welfare Director, or designee, HCA Deputy Agency

Director, or designee, Chief Probation Officer, or designee, OCDE Superintendent of Schools, or designee, and RCOC Executive Director, or designee.

5.2 The ILT shall select a Chair who will lead the ILT meetings and processes and coordinate meeting venues and notifications for a period of two (2) years. Meeting processes may include, but are not limited to, as necessary: securing meeting venues, determining the forum of the meetings, facilitating communication of relevant information and updates among the ILT in between scheduled meetings, recording meeting minutes/decisions, and coordinating with the ILT to identify parties responsible to advance recommendations.

5.3 While membership of the ILT is established per above, ILT meetings may also be attended by others, as needed and determined by the ILT members, including, but not limited to, designated staff or senior managers of the Parties; other involved agencies, Local Education Agency (LEA)(s), tribal partners, faith-based partners, or identified contractors, foster youth, resource family, and/or birth parent representative.

5.4 ILT meetings will be held at minimum on a quarterly basis.

5.5 The ILT Members, or designees, will attend all meetings and planning sessions necessary to mutually carry out their shared approach.

5.6 The ILT will utilize a shared decision-making process.

5.7 Consensus will be the preferable model for the ILT; however, if consensus cannot be reached, and a quorum has been established, decisions may be made by a majority vote of the ILT members.

5.8 The ILT will engage in an ongoing review of its procedures to ensure that this MOU remains current.

6. <u>ILT ADVISORY COMMITTEE (IAC)</u>

6.1 The ILT Members may appoint an IAC comprised of individuals serving in a

leadership capacity among the Parties, as determined by the ILT, to assume the duties and responsibilities prescribed by the ILT.

6.2 The IAC will communicate identified gaps in continuity of care, quality improvement recommendations, and/or training and technical assistance requests that can support the programs and services identified within the Trauma-Informed System-of-Care, to the ILT for review and consideration.

7. ROLES AND RESPONSIBILITIES OF THE ILT

The roles and responsibilities of the ILT will include, but are not limited to:

7.1 Management, Administration, and Service Delivery

7.1.1 Oversight and administrative planning to support the Orange County Trauma-Informed System-of-Care.

7.1.2 Analyze opportunities, projects, and recommendations submitted to the ILT for review.

7.1.3 Assign staff, as needed, to shared programming to address needs related to technical assistance and training, program coordination, problem-solving, and staff resources.

7.1.4 Support all staff and programs in conforming to the shared vision, mission, purposes, and principles of this MOU.

7.2 Exchange of Information

7.2.1 Members of the ILT may, to the extent permitted by federal law, and subject to the limitations described in subparagraph 2.4.5, disclose to, and exchange with, one another information or a writing that may be designated as confidential under State law 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, youth, and NMDs in foster care or to improve provision of those services or those placements.

7.2.2 Members of the ILT who receive disclosed or exchanged information or a writing pursuant to subparagraph 2.4.5 shall destroy or return that information or writing once the purposes for which it was disclosed or exchanged are satisfied. The information or writing shall be used only for the purposes described in subparagraph 2.4.5. Any information or writing disclosed or exchanged pursuant to subparagraph 2.4.5 shall be confidential and shall not be open to public inspection, unless the information or writing is aggregated and deidentified 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 team meeting shall be confidential and shall not be open to public inspection.

7.3 Policy Development, Coordination, and Monitoring as a Full Trauma-Informed System-of-Care

7.3.1 Provide guidance and direction, as needed, on implementation of policies, procedures, and programs included under this MOU.

7.3.2 Make recommendations regarding submission, preparation, and coordination of grant applications and grant deliverables which affect inter-related Parties processes or services.

7.3.3 The managers assigned to this Trauma-Informed System-of-Care may develop additional MOUs, contracts, or policies and procedures.

7.3.3.1 Where these documents may directly affect other operations or obligations of any of the partners, the procedures in place for joint review and approval of such documents will also be followed.

7.3.3.2 These documents, as necessary, may address lines of operational authority or shared authority with other directors, departments, and/or managers.

7.3.4 Participate on related coordinating councils, other advisory committees, and multi-disciplinary teams which affect the Trauma-Informed System-of-Care processes or services.

7.3.5 Appoint and support staff to monitor programs for general compliance with statutory and regulatory requirements.

7.3.6 Provide guidance and technical assistance to ensure program practice is consistent with the values and principles of this MOU.

7.3.7 Work with community agencies to ensure collaborative and integrated strategies are utilized to promote strength-based, and family-focused practice on a system-wide basis.

7.3.8 Provide reviews and suggestions, as necessary, for program direction for applicable community partners and/or providers.

8. INTERAGENCY PLACEMENT COMMITTEE (IPC)

8.1 Pursuant to WIC §§ 4096 and 11462.01, the requirements for placing a child/NMD into a STRTP include a formal assessment by the IPC.

8.1.1 If a CFT finds STRTP placement may be necessary, a referral is submitted to initiate IPC review to determine whether criteria for STRTP placement are met and whether the needs of the child/NMD would be best served in an STRTP.

8.1.2 The IPC will review the service plan and consider behavioral supports and/or therapeutic treatment that may be recommended to maintain the child/NMD in the least restrictive setting.

8.1.3 Following placement into a STRTP, the IPC may, as needed, support the CFT in re-assessing the appropriateness of STRTP placement to consider when a "step-down" to home-based care may be feasible, and to identify after-care services to support a transition to a lower level of care.

8.2 Parties agree to follow and if necessary, jointly modify the protocols addressing

IPC-related processes, based on legislative and regulatory changes stemming from FFPSA, as it relates to placement of a Title VI-E eligible child in a STRTP facility that meets the federal requirements of a QRTP, detailed in:

8.2.1 STRTPs and IPC Desk Guide;

8.2.2 IPC Approval Process for STRTP Placement;

8.2.3 Documentation Requirements and Extension Criteria for STRTP Placement;

8.2.4 IPC Referral for STRTP Placement (F063-25-826); and

8.2.5 Deputy Director Approval STRTP Placement Extension (F063-25-743).

8.3 The IPC will include a representative from:

8.3.1 The COUNTY placing agency (i.e., SSA or PROBATION);

8.3.2 COUNTY Mental Health Plan; and

8.3.3 For WIC § 241.1 Dual Status cases, a representative from both SSA and Probation.

8.4 While composition of the IPC is established per above, IPC meetings may be attended by others, as needed and determined by the IPC, including, but not limited to, assigned social worker, OCDE and/or school district representative, assigned probation officer and/or supervisory staff, Wraparound representative, and STRTP placement staff.

8.5 On at least a quarterly basis, the IPC will also communicate identified gaps in continuity of care, quality improvement recommendations, and/or training and technical assistance requests that can support the programs and services identified within the Trauma-Informed System-of-Care, to the ILT, and/or IAC for review and consideration.

8.6 <u>IPC Case Specific Appeals</u>

A staff member associated with the youth's care who disagrees with an IPC recommended action may raise an objection to the recommended action or may

advocate for a different action using the appeal process as outlined herein:

8.6.1 Within two (2) business days of the IPC meeting, the staff member wishing to appeal the IPC recommendation(s) will notify their supervisor/manager through submission of a brief memo describing the desired action and reason(s) for it.

8.6.2 Following review, the supervisor/program manager will decide whether to formally request an appeal. If an appeal will be requested, the memo will be forwarded to their IPC representative.

8.6.3 Within two (2) business days of receiving the memo, the IPC representative will attempt to resolve the concern(s), in consultation with the requesting party and the IPC representative of each Party.

8.6.4 If consensus cannot be reached within the IPC, the IPC will update the memo to add additional remarks identifying the factors the IPC considered when making its recommendation(s).

8.6.5 The IPC representative will forward the appeal for review and resolution to the following individuals within two (2) business days, as applicable: the Assistant Chief Probation Officer, or designee, the Child Welfare Deputy Director, or designee, and the Children and Youth Behavioral Health Division Manager, or designee.

8.6.5.1 The senior staff outlined above may consult, with the ILT and/or IAC to assist in responding to the appeal.

8.6.5.2 The ILT and/or IAC may review the appeal and may invite stakeholders to present information, as necessary.

8.6.6 A shared decision-making process will be utilized, and consensus will be sought among the appeal panel.

9. SCREENING AND ASSESSMENT FOR ENTRY INTO CARE AND SERVICE ALIGNMENT

9.1 To identify the individual needs of children and youth in foster care who have experienced severe trauma and enhance unified service planning, coordinate care, avoid duplication of services, and reduce administrative costs to partners, Parties will support the use of integrated screening processes and assessments in a manner that ensures legal timelines are met and that supports access to services as defined herein.

9.2 Parties have agreed to use the following screening, assessment, and care planning tools as applicable to each Parties' programs and services, and where possible to share assessment outcomes and processes to facilitate timely unified service planning and care coordination. It is understood that these screening, assessment, and care planning tools may be exchanged for other similar or better measures at the discretion of the respective parties in consultation with the collaborative partners or on the basis of a mandate from the State.

9.2.1 SSA - CANS, Structured Decision Making, Level of Care, Specialized Care Increment, Child Welfare Case Plan, Plan of Safe Care, CFT Plan, Needs and Services Plan, Transitional Independent Living Plan (TILP), and/or Supervised Independent Living Plan (SILP).

9.2.2 Probation - CFT Plan, Needs and Services Plan, Juvenile Placement Case Plan, TILP, and/or SILP.

9.2.3 HCA - CANS, Pediatric Symptom Checklist-35, Youth Outcomes Questionnaire, CRAFFT - Care, Relax, Alone, Forget, Friends, Trouble, Substance Abuse Choices Scale-B, Behavioral Health Services 3-item Trauma Screen, Commercial Sexual Exploitation – Identification Tool, American Society of Addiction Medicine, and Multi-Dimensional Assessment for Substance Use Disorder/Diagnosis, psychosocial assessment, and care plan.

9.2.4 OCDE - Individualized Education Program (IEP), Section 504 Plan,

Student Study Team/Student Success Team/Student Intervention Team documents, attendance records, discipline records, and/or report cards/transcripts.

9.2.5 RCOC - Individual Program Plan.

9.3 Parties agree to examine the continuum of programs each Party has at their disposal in order to:

9.3.1 Compile a listing of available educational, health, child welfare and placement continuum service delivery options (and associated legal timelines, as applicable).

9.3.2 Support ongoing efforts to identify and address potential gaps in the existing service/placement array.

9.4 Parties will, as needed, establish agreements and protocols in accordance with Subparagraph 2.4.5 above, to enable the sharing of client-related information, as allowed by law, such that assessment and planning documents may be accessed by each of the Parties' service personnel within the scope of their assigned duties.

10. CHILD AND FAMILY TEAMING AND UNIFIED SERVICE PLANNING

10.1 Parties agree to the greatest extent possible, to provide a single, unified teaming process for the Target Population.

10.2 Parties agree to support family-centered teaming, planning, and engagement in a manner that: acknowledges family voice, choice and individualized needs; involves formal and natural supports as members of the CFT based on family preference; addresses timeframes and circumstances necessitating a CFT meeting; and promotes cross-system unified service planning and care coordination to help families reach their goals.

10.3 Parties will follow CFT policies outlined by the applicable State agency, including, but not limited to, CDSS, California Department of Health Care Services, California Department of Corrections and Rehabilitation, California

Department of Education, and California Department of Rehabilitation.

10.4 Parties will also follow the specific agency policies identified in:

10.4.1 SSA - CFS Policy and Procedure for CFT (D-0314);

10.4.2 HCA - Behavioral Health Services Policy and Procedure for Pathways to Well Being and Intensive Services 01.02.06; and

10.4.3 Parties agree to, if necessary, jointly modify the policies addressing CFT-related processes, based on legislative and regulatory changes stemming from FFPSA, as it relates to placement of a Title VI-E eligible child in a STRTP facility that meets the federal requirements of a QRTP.

10.5 Parties additionally agree to the participation of a LEA representative, in the CFT Meetings, who is knowledgeable about the child and able to provide feedback on significant relationships that the child may have formed such as with a teacher, counselor, coach, or other meaningful person in the child's life and how changing schools may impact the child's academic, social, and/or emotional well-being.

10.6 Where permissible, and in compliance with privacy laws and policies in 2.4.5, relevant information pertaining to IEP meetings, that can inform service planning and delivery, will be shared with CFT members.

11. SCHOOL STABILITY/SUPPORTS AND SCHOOL OF ORIGIN (SOO) TRANSPORTATION PLAN

11.1 Every Student Succeeds Act (ESSA) requires that child welfare agencies and school districts develop a joint plan to ensure that transportation is available when it is in a student's best interest to remain in their SOO after a change in placement.

11.2 To comply with ESSA and improve school stability for students in foster care, Parties agree to develop joint policies/procedures to ensure that:

11.2.1 LEAs, school districts, and schools receive notice of any decision by the child welfare agency to change a student's placement (and whenever feasible, before the placement change occurs);

11.2.2 Parties work with the youth and the youth's education rights holder, if applicable, to promptly make the best-interests determination;

11.2.3 Students have transportation to their SOO while the best-interests determination is pending, and pending resolution of any dispute regarding school-of-origin rights; and

11.2.4 If it is determined to be in the student's best interest to remain in their SOO, transportation may be provided by the child welfare agency (e.g. through caregiver reimbursement or public bus passes), by the school district in accordance with Education Code section 48850 et seq (Chapter 5.5 Education of Pupils in Foster Care and Pupils who are Homeless) (e.g. by using or modifying an existing bus route); or jointly as mutually agreed between the child welfare agency and school district (e.g. by sharing the costs of transportation via options such as social worker transport and contracted services).

11.3 Parties additionally agree to develop policy to enact the following:

11.3.1 Facilitate the prompt transfer of educational records for students in foster care who enter or exit a school within or between LEAs.

11.3.2 Facilitate immediate enrollment for students in foster care who enter a school within a LEA.

11.3.3 Immediately request education records from the SOO for students in foster care who enter a school within a LEA.

11.3.4 Ensure that students in foster care are promptly enrolled in a LEA's free lunch program.

11.4 A student shall not owe or be billed for a debt owed to a school or district. If a student owes debt to a school or district, the school or district shall not take negative action against a student, such as withholding grades, transcripts, or a diploma. This provision applies to foster youth even if they have willfully

damaged or refused to return property.

12. IMPLEMENTATION OF CALIFORNIA INTEGRATED CORE PRACTICE MODEL (ICPM)

12.1 This MOU includes a mutual commitment to, and use of the ICPM for children and youth in foster care who have experienced severe trauma, and families which outlines shared values, core components and standards of practice expected from those serving California's children, youth, NMDs, and families.

12.2 The ICPM is intended to provide practical guidance and direction to support county child welfare, juvenile probation, behavioral health staff, and community partners in using best practices for the delivery of timely, effective, and collaborative services.

12.2.1 To that end, Parties agree to establish processes to ensure that staff assigned to shared programming who support a Trauma-Informed System-of-Care are aware of the purpose and role of the ICPM, and how they can support integration of the ICPM.

12.3 Parties agree to mutually use the principles, values, and practice behaviors in their interactions with youth and family, with one another, with contractors and partners.

12.4 The ICPM is further supported by Parties via use of the California Integrated Training Guide, as outlined in the State of California, Health and Human Services Agency All-County Information Notice I-21-18.

12.5 Parties acknowledge that integration of the ICPM is an ongoing process and, as needed, will utilize planning guidance and other relevant resources available through the California Social Work Education Center to implement and/or advance ICPM within cross-system collaborative efforts.

13. RECRUITMENT AND MANAGEMENT OF RESOURCE FAMILIES AND DELIVERY OF TFC

13.1 Parties are committed to exploring how to best collaborate and provide ongoing support in the recruitment, training, and supporting of Resource Family caregivers in order to foster safe, permanent, and healthy options for out-of-home care.

13.2 SSA and PROBATION have legal obligations and responsibilities to assure foster care resources and placement capacity.

13.3 HCA has parallel responsibility to assure adequate capacity for and oversight of Specialty Mental Health Services and Drug Medi-Cal Services are present to support youth and their caregivers.

13.4 To that end, Parties agree to share necessary information and processes, as allowed by law, that will support identification, recruitment, and retention efforts to build the capacity of Resource Families, TFC, ISFC, and STRTPs available to foster youth.

14. INFORMATION AND DATA SHARING

Parties agree to develop information and data sharing agreements in accordance with the standards and principles set forth in Subparagraph 2.4.5, above, and such other additional laws, regulations, standards, local rules, or principles that legally govern the disclosure, use, and sharing of their information and data as related to this MOU.

15. QUALITY MANAGEMENT AND PROVIDER OVERSIGHT

15.1 Parties have many required and varied responsibilities relative to tracking, monitoring, evaluating, and reporting their services to State agencies, and additional responsibilities for evaluation of contractors and vendors.

15.2 While these requirements have many unique forms and processes, there are critical areas where the Parties' shared goals may be enhanced and where cost savings may be realized.

15.3 Parties agree to share relevant findings, data, and/or recommendations derived from a range of sources, as allowed by law, including, but not limited to, System

Improvement, Child Family Services Review, Case Review, External Quality Review Organization, Local Accountability Plans, Triennial Mental Health Plan Review, and to identify where resources and processes can be coordinated and shared to support a Trauma-Informed System-of-Care.

15.4 Parties agree to invite stakeholders, coordinating councils, and other advisory committees to present regular reports on progress, outcomes and/or identified gaps in continuity of care, related to implementation of services, supports, and programs associated with CCR and/or a Trauma-Informed System-of-Care.

16. STAFF RECRUITMENT, TRAINING, AND COACHING

16.1 Parties acknowledge the value of having highly trained and competent staff teams. In order to assure that the providers of critical services, including, but not limited to, social workers, probation officers, physical and behavioral health professionals, educational professionals, development disability professionals, and support and administrative personnel are fully prepared to deliver the seamless and integrated services as outlined in this MOU, partners agree to coordinate the recruitment, training, and coaching of staff in a manner that supports cross-system collaboration.

16.2 Training and/or in-service content which may be of value to Party staff or other key partners will be planned and delivered via cross-training processes, whenever possible.

16.2.1 This includes a mutual commitment among Parties to cross-train staff on the shared values, core components, and standards of practice of the ICPM.

16.3 Modalities for cross-training may include, but are not limited to, classroom learning, e-learns/webinars, coaching, and mentorship opportunities.

16.4 Financial training resources will be used in the most flexible and adaptable manner possible to facilitate the cross-training and preparation of staff.

17. FINANCIAL RESOURCE MANAGEMENT

17.1 Notwithstanding the generally categorical nature of each Party's revenues, Parties will inform the ILT membership about available funding, State and federal revenues including on-going funding, one-time funding opportunities, revenue enhancements, Request for Proposals, and grant opportunities for programs and services for the Target Population.

17.2 Funding may consist of federal, State, local, or private resources within the discretion of the Parties, and will be sought or applied for, planned, monitored, and distributed with consideration of input from and/or recommendations provided by the ILT.

17.3 Funding decisions subject to approval by the governing body of each Party may be brought to those governing bodies with an accompanying recommendation from the ILT.

17.4 Parties agree to identify and address barriers to cost-sharing and promote use of creative fiscal strategies that responsibly leverage available financial resources in order to provide the Target Population with timely access to an array of quality services within the Trauma-Informed System-of-Care.

18. CONFIDENTIALITY

18.1 Parties agree to follow confidentiality procedures as stated in Subparagraph 2.4.5 above, for all records as related to this MOU.

18.2 Parties agree on their own behalf as an organization and on behalf of all of their employees, agents, and all other individuals performing services under this MOU, to maintain confidentiality of client specific data they receive pursuant to this MOU.

18.3 Failure to maintain the confidentiality of the information received pursuant to and for purposes of this MOU may subject the breaching Parties and all of its employees, agents, and all other individuals performing services under this MOU

to potential criminal and civil liabilities pursuant to WIC §§ 827, 832, 827.9, 828.1, 10950, and 18968.46.

19. MUTUAL HOLD HARMLESS PROVISION

19.1 Each of the Parties signing this MOU agree that each will be responsible for its own acts and omissions, be responsible for the acts and omissions of its employees, officers, and officials ("Employees"), and shall not be responsible for the acts or omissions of the other Parties or the other Party's Employees.

19.2 These obligations relate to any and all claims, lawsuits, actions, or special proceedings, whether judicial or administrative in nature, and include any loss, liability, or expense, including reasonable attorney's fees, relating to this MOU ("Claims").

19.3 Employees of each Party shall not be considered employees or joint employees of the other Parties for purposes of workers' compensation, common law employment or statutory employment obligations or benefits.

20. SECURITY

20.1 Security Requirements

20.1.1 Parties agree and represent and warrant that they have implemented and will maintain during the term of this MOU administrative, physical, and technical safeguards to reasonably protect against anticipated threats to the security or integrity of, and to protect against unauthorized physical or electronic access to or use of, the Client Specific Information they receive from any Party pursuant to this MOU.

20.1.2 The term “Client Specific Information” means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history.

20.2 Security Breach Notification

20.2.1 Parties shall have policies and procedures in place for the effective management of Security Breaches, as defined below, including notification of those individuals whose data or information have been breached.

20.2.2 In the event of any actual, attempted, suspected, or threatened, Security Breach, the Party subject to such breach shall immediately notify the other Parties upon discovery of the Security Breach. The term "Security Breach" means any breach in the security of the data to any client subject to this MOU (1) whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person, or, (2) whose encrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person and the encryption key or security credential was, or is reasonably believed to have been, acquired by an unauthorized person and the agency that owns or licenses the encrypted information has a reasonable belief that the encryption key or security credential could render that personal information readable or usable.

20.2.3 See Section 20.1.2 for definition of the term, "Client Specific Information."

21. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

Parties shall report to each other Party, in writing within forty-eight (48) hours, excluding weekends and holidays, of occurrence, the following:

21.1 Any accident or incident relating to duties performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against any of the Parties.

21.2 Any third-party claim or lawsuit filed against any of the Parties arising from or

relating to duties performed by any of the Parties under this MOU.

21.3 Any injury to an employee of any of the Parties that occurs on the property of any of the Parties.

21.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of the property, monies, or securities entrusted to any of the Parties under the term of this MOU.

22. NOTICES

All notices, requests, claims correspondence, reports, statements authorized or required by this MOU, and/or other communications shall be addressed as follows:

County of Orange Social Services Agency
Contracts Services
500 N. State College, Suite 100
Orange, CA 92868

County of Orange Health Care Agency
Contract Services
405 W 5th Street
Santa Ana, CA 92701

Orange County Probation Department
Contracts Department
1055 N. Main St, 5th floor
Santa Ana, CA 92701

Orange County Department of Education
Contracts Department
200 Kalmus Drive
Costa Mesa, CA 92628-9050

Regional Center of Orange County
1525 N Tustin Ave
Santa Ana, CA 92705

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid, and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this MOU, addressed in any other fashion shall be deemed not given. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

23. RESOLUTION OF CONFLICTS

23.1 While ILT member agencies and leaders will utilize a shared decision-making process for programs and services pertaining to this MOU, identified by the Parties, challenges and disagreements will be present, sometimes based in conflicting policy, guidance, or in differing opinions. Parties will attempt in good faith to resolve any dispute or disagreement arising out of this MOU.

23.2 For other types of disputes, typically associated with policy, direction, sharing of resources, strategy or related cross agency issues, ILT members will seek to settle relevant disputes by focusing on the shared vision, values, and practices of this agreement and with acknowledgement that youth and family members generally are unaware of and have no particular interest in consideration of which agency is more or less responsible for their care.

23.3 In some cases, referral to an expert may assist the Parties. The County Executive Office or Board of Supervisor's staff may be of assistance. Other informal arbitration resources may include the Presiding Judge of the Juvenile Court.

23.4 Parties acknowledge that in some cases, once local resolution processes have been exhausted, referral to the Children and Youth System of Care State Technical Assistance Team may be considered. In such instances Parties agree to follow the guidance detailed in All County Letter 20-63 and Behavioral Health Information Notice 20-013.

23.5 Performance of this MOU shall continue during any necessary dispute proceeding or any other dispute resolution mechanism. No payment due or payable by any Party shall be withheld on account of a pending reference to arbitration or other dispute resolution mechanism except to the extent that such payment is the subject of such dispute.

24. SIGNATURE IN COUNTERPARTS

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. Parties represent and warrant that the person executing this MOU on behalf of and for Parties is an authorized agent who has actual authority to bind Parties to each and every term, condition and obligation of this MOU and that all requirements of Parties have been fulfilled to provide such actual authority.

25. GENERAL PROVISIONS

25.1 Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and any participant participating in this program, or any of Parties' agents or employees.

25.2 This MOU represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination, or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made

in writing and signed by duly authorized representatives of the Parties hereto.

25.3 This MOU has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county. In the performance of this MOU, the Parties shall comply with all applicable laws and regulations of the United States, State of California, and all administrative regulations, rules, and policies adopted thereunder, that relate to this MOU, as each and all may now exist or be hereafter amended.

25.4 In the performance of this MOU, no Party may delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of the other Parties. Any attempted delegation or assignment without prior written consent shall be void.

25.5 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.

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WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

By:_____
Debra J. Baetz, Director
County of Orange
Social Services Agency
Dated:_____

By:_____
Clayton Chau, MD, PhD, Director
County of Orange
Health Care Agency
Dated: _____

By:_____
Steven J. Sentman, Chief Probation Officer
County of Orange
Probation
Dated: _____

By: DocuSigned by: Patricia McCaughey DE90A297D181417...
Patricia McCaughey
Administrator, Business Operations
Orange County Department of Education
Dated: 7/13/2021

By: DocuSigned by: Larry Landauer E3981964CF7A43C...
Larry Landauer
Executive Director
Regional Center of Orange County
Dated: 7/13/2021

Approved As To Form
SSA Counsel
County of Orange, California
By: DocuSigned by: Carolyn S. Frost D3AB98D76D0B425...
Deputy
Dated: 7/12/2021