

# **SAN DIEGO COUNTY CHILDREN AND YOUTH SYSTEM OF CARE MEMORANDUM OF UNDERSTANDING**

The mission of San Diego County's System of Care Memorandum of Understanding is to provide highly coordinated, integrated, and innovative services and supports to children and youth to achieve permanency, wellbeing, and a valued and successful adulthood.



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**1. ACKNOWLEDGEMENTS**

- 1.1. This document was developed through a collaboration with child and family serving partners from the County of San Diego Health and Human Services Agency (HHSA), Child Welfare Services (CWS), and Behavioral Health Services (BHS); San Diego County Probation Department; San Diego County Office of Education, Foster Youth Services Coordinating Program; San Diego Regional Center; Voices for Children; Special Education Local Plan Area, and Tribal Nations. Committee members included:

**County of San Diego Health and Human Services Agency, Child Welfare Services**

Margo Fudge, Deputy Director  
Diana Shreckengost, Manager  
Steven Wells, Manager  
Mike Green, Manager  
Jenny Rodriguez, Policy Analyst

**County of San Diego Health and Human Services Agency, Behavioral Health Services**

Seth Williams, Program Manager  
Amanda Kaufman, Program Manager

**San Diego County Probation Department**

Chrystal Sweet, Division Chief  
Yovana Cortez, Supervising Probation Officer  
Delana King, Supervising Probation Officer

**San Diego County Office of Education, Foster Youth Services Coordinating Program**

Mindy Kukich, Coordinator

**San Diego Regional Center**

Kate Kinnamont, Director, Case Management Services  
Carol Vaughn, Program Manager

**Voices for Children**

Kristen Balelo, Director  
Stephen Moore, Chief Program Officer

**Special Education Local Plan Area**

Jaime Tate-Symons, Senior Director North Inland SELPA

**Tribal Communities**

Season Goodpasture, Director of Social Services  
Pala Band of Mission Indians

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Linda Ruis, Social Services Director  
Iipay Nation of Santa Ysabel

Karan Kolb, Social Services Director  
Indian Health Council, Inc.

Aaron Laff, Indian Child Social Services Program Coordinator  
Southern Indian Health Council, Inc.

Gina Sutton, Indian Child Social Services Program Assistant  
Southern Indian Health Council, Inc.

Brenda Gilman-Bagwill, Tribal/Patient Liaison and PEI Health Educator  
Sycuan Band of Kumeyaay Nation

- 1.2. System Partner members would like to recognize the executive leadership of the San Diego County Interagency Leadership Team (ILT) for their commitment in supporting and overseeing the establishment of shared interagency responsibility and decision-making and the execution of this Memorandum of Understanding. ILT members include:

**Child Welfare Services**

Dr. Kimberly Giardina, Director  
Margo Fudge, Deputy Director

**Behavioral Health Services**

Dr. Luke Bergmann, Director  
Yael Koenig, Deputy Director

**Probation Department**

Cesar Escuro, Interim Chief Probation Officer  
Lisa Sawin, Deputy Chief Probation Officer

**San Diego Regional Center**

Kate Kinnamont, Director, Case Management Services  
Gabiella Ohmstede, Associate Director, Case Management Services

**San Diego County Office of Education**

Dr. Paul Gothold, Superintendent of Schools  
Bruce Petersen, Executive Director, Student Support Services and Programs

**San Diego County Superior Court, Juvenile Court**

Presiding Judge Ana Espana

**2. STAKEHOLDERS**

- 2.1. This Memorandum of Understanding (MOU), defining the collaboratively shared design, delivery, and management of services to children, youth, and families in San Diego County, is entered into by the following stakeholders, hereby referred to as ("System Partners"):
- 2.1.1. County of San Diego Health and Human Services Agency, Child Welfare Services (CWS)

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- 2.1.2. County of San Diego Health and Human Services Agency, Behavioral Health Services (BHS)
- 2.1.3. San Diego County Probation Department (Probation)
- 2.1.4. San Diego County Office of Education, Foster Youth Services Coordinating Program (FYSCP)
- 2.1.5. San Diego Regional Center (SDRC)

**2.2. SYSTEM PARTNER DESCRIPTIONS**

**2.2.1. County of San Diego Health and Human Services Agency, Child Welfare Services (CWS)**

Child Welfare Services (CWS) promotes the well-being of children by ensuring safety, achieving permanency, and strengthening families to care successfully for their children. CWS investigates reports of suspected child abuse and neglect and intervenes with families who do not meet the minimum community standards of health and safety as required by law. Investigations are conducted in a thorough and professional manner. Family interventions are completed in the least intrusive manner necessary for the protection of the child. In addition to these services, CWS administers the following: 10-Day Assessment Center, a 24-hour facility for the temporary emergency shelter of children; San Pasqual Academy, a first-in-the-nation residential education campus for adolescent foster youth; foster care eligibility; short-term residential therapeutic program placement services for foster youth with emotional, behavioral issues; services to emancipating foster youth; resource family approval and placements; and critical support services to regional operations.

**2.2.2. County of San Diego Health and Human Services Agency, Behavioral Health Services (BHS)**

Behavioral Health Services (BHS) provides mental health and alcohol or other drug services for children, youth, families, adults, and older adults. BHS promotes recovery, resiliency, and well-being through prevention, treatment, and intervention, as well as integrated services for clients experiencing both mental illness and alcohol or other drug issues. Services are offered through contracted providers and County-operated facilities. Within BHS is the Children, Youth and Families (CYF) division, which is responsible for overseeing the public children's system of care for San Diego County and provides services for children and adolescents who are seriously emotionally disturbed, and their families. The primary purpose and goal of BHS-CYF is to help children and youth be healthy, safe, lawful, and successful in school and in their transition to adulthood, while living in nurturing homes with families.

**2.2.3. San Diego County Probation Department (Probation)**

The Probation Department reports directly to the Superior Court on compliance with the Court's orders, provides supervision of the youth on probation, and provides custodial programming for youth at three locations: Kearny Mesa Juvenile Detention Facility, East Mesa Juvenile

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Detention Facility, and Urban Camp. Probation provides services to strengthen families and keep families together as well as provides ongoing efforts to reunify youth with their family following a removal. Central to these services is the provision of individualized and ongoing assessments, case planning, and case management for youth focusing on trauma, mental health, medical, familial, and criminogenic needs. Probation utilizes a wide variety of evidence-based prevention and intervention programs to assist youth and their families. In conjunction with effective case planning, Probation works collaboratively with local schools, community-based organizations, Health and Human Services Agency (HHSA), Child Welfare Services (CWS), and Behavioral Health Services (BHS), to provide the most appropriate and pertinent services. Through Probation's Youth Development and Community Support Services (YDCSS) team members and client-centered partnerships, a rehabilitative approach is utilized to engage youth within their communities and family to foster positive youth development and furnish the support needed through evidence-based practices to enhance their strengths and to promote positive outcomes.

2.2.4. **San Diego County Office of Education, Foster Youth Services Coordinating Program (FYSCP)**

As outlined in AB 854, The Foster Youth Services (FYS) program is a program that supports the educational achievement of pupils in foster care. The success of the FYSCP (formerly the Foster Youth Services Program) has contributed to landmark California education finance reform that prioritizes the educational needs of pupils in foster care. The County Office of Education is uniquely situated to support interagency collaboration and capacity building while preserving the ability to provide direct services when there are identified gaps in service at the local level and the local Executive Advisory Council establishes that these services are needed and aligned with local control and accountability plan priorities.

2.2.5. **San Diego Regional Center (SDRC)**

San Diego Regional Center (SDRC) is a non-profit agency that contracts to the state through the Department of Developmental Services (DDS) to provide services and supports to persons with developmental disabilities and their families in San Diego and Imperial counties. SDRC's mission is to serve and empower persons with developmental disabilities and their families to achieve their goals with community partners. SDRC provides service coordination to secure and implement services and supports to persons with developmental disabilities and their families in their community. SDRC also provides public information, community education, and development of needed resources.

**3. PRINCIPLES**

- 3.1. System Partners agree to maintain their commitment to advance collaborations in meeting the principles set forth:

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- 3.1.1. Cross-system coordinated services that are trauma-informed and respectful of the children, youth, family, and community's culture are provided.
  - 3.1.2. Service systems are consistent with public/private, community-based, school-linked and family partnerships that can intervene early or prevent problems with at-risk children, youth, and families.
  - 3.1.3. Services provided are strength-based, culturally proficient and sensitive, individualized, and tailored to meet the identified unique needs of children, youth, and families.
  - 3.1.4. Services are delivered through a multi-agency collaborative approach in the least restrictive setting grounded in a strong community base, to ensure children and youth receive services and supports they need without changing placements.
  - 3.1.5. The child, youth, and family voice and choice are solicited and considered throughout the delivery of integrated services.
- 3.2. Procedures, innovative services and resources, and implementation practices for the benefit of at-risk children, youth, and families in San Diego County are coordinated and integrated; and System Partners and their staffs are held accountable in these efforts.

**4. PURPOSE**

This MOU is for the purpose of each System Partner complying with AB 2083 (Chapter 815, Statutes of 2018) and California Welfare and Institutions Code Section 16521.6 requiring each county to develop and implement a MOU setting forth roles and responsibilities of agencies and other entities that serve children and youth in foster care who have experienced severe trauma. This MOU seeks to ensure that the Systems Partners' programs and policies reflect a coordinated, integrated, timely, and effective delivery of services for children, youth, and families. It is the intent of the System Partners to create a single service plan and maintain an administrative team with collaborative authority over the interrelated child welfare, juvenile justice, education, regional center, and mental health children's services. The System Partners agree that consistent interdepartmental and interagency leadership is essential to successful collaboration on behalf of youth and families. Accordingly, this MOU shall be interpreted in light of this intent and purpose.

**5. GOAL**

The goal of this MOU is to address systemic barriers to the traditional provision of interagency services. It is the intent of the System Partners to:

- 5.1. Create a single service plan for children and youth in foster care who have experienced severe trauma and who are receiving services from multiple programs.
- 5.2. Improve the quality and equity of services for the children and youth served.
- 5.3. Maintain a leadership team with collaborative authority over the interrelated child welfare, juvenile justice, education, developmental, and mental health children's services.



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5.4. Support the structure and processes contained in this MOU and provide the framework that will guide operations and activities, decisions, and direction of each System Partner and their staffs regarding children, youth, and family programming.

**6. OUTCOMES**

6.1. System Partners will collaborate to achieve the following intended outcomes:

6.1.1. Increase timely coordination and integration of resources between systems to promote placement of youth in permanent, family environments, provide care coordination for youth with acute needs, and reduce time in congregate care.

6.1.1.1. System Partners will monitor the coordination and delivery of Child and Family Team meetings monthly with designated contractor to ensure 90% of CFT meetings are facilitated within designated timelines.

6.1.1.2. System Partners will monitor the Child and Adolescent Needs and Strengths (CANS) to ensure 90% of assessments are completed within required timeframes and that referrals to mental health services and/or community-based programming are completed.

6.1.1.3. System Partners will coordinate and have a minimum of 80% participation in quarterly in-service trainings at the ILT subcommittee level to promote resource sharing, innovative service delivery, and increase knowledge of available services and continuum of program and placement options available for children and youth.

6.1.1.4. System Partners will review quarterly, the expansion of placement array for youth to ensure there is a full continuum available to meet youth's placement and treatment needs

6.1.1.5. Create a System of Care Coordination and Integration team within the first year of the MOU that meets monthly, and as requested, to review complex, high acuity cases involving two or more System Partners prior to elevating to the ILT for intervention.

6.1.1.5.1. Measures to track quarterly include but are not limited to:

6.1.1.5.1.1. Length of time from case initial presentation to the team to when the youth is stable in placement

6.1.1.5.1.2. Length of time in congregate care

6.1.1.5.1.3. Length of time for stability of youth in lower level of care

6.1.1.5.1.4. Cross over from child welfare to juvenile justice

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6.1.1.5.1.5. Cross over from juvenile justice to  
child welfare

- 6.1.2. Ensure services and supports provided to children, youth, and families by System Partners are consistent with the Integrated Core Practice Model (ICPM) including a commitment to ensure supports are provided in a culturally responsive, individualized, and trauma informed manner.
  - 6.1.2.1. System Partners will monitor the coordination and delivery of Child and Family Team meetings monthly with designated contractor to ensure participation of non-agency supports in 80% of all CFT meetings.
  - 6.1.2.2. System Partners will participate in a shared vetting process to ensure service providers are implementing evidence-based, trauma-informed, culturally responsive, and equitable practices in programming used to support children, youth and families as evidenced by 80% positive survey results by consumers of the services.
  - 6.1.2.3. System Partners will develop an action plan within the first year of the MOU to improve transition planning and connection to services for kids exiting systems to ensure they are connected and equipped to be successful upon exit.
  - 6.1.2.4. Track the AB 2083 System of Care e-learning participation by all partner agency sectors to ensure a minimum of 95% completion by staff and providers.
  
- 6.1.3. Increase coordinated proactive and preventive efforts, solutions, and collaborative planning between systems.
  - 6.1.3.1. One hundred percent (100%) participation of System Partners at regular Quarterly Oversight meetings.
  - 6.1.3.2. ILT will pursue opportunities to include participation of System Partners in respective Advisory Boards.
  - 6.1.3.3. ILT will review congregate care data and other relevant dashboards at quarterly meetings to monitor congregate care trends and identify and address system barriers and gaps to reduce time in congregate care and timely transition to home-based settings.
  - 6.1.3.4. System Partners will explore innovative reinvestment opportunities for prevention and early intervention strategies at monthly subcommittee meetings and track these proactive, preventative, and solution focused strategies quarterly to address barriers and monitor success.
  
- 6.1.4. Increase shared financing between systems and create innovative fiscal strategies and solutions to optimize funding opportunities to support timely and appropriate child-family placements, services, and supports.

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- 6.1.4.1. A minimum of 80% attendance of all System Partners in Interagency Placement Committee meetings.
- 6.1.4.2. Include System Partners' budget and fiscal planning staff on the System of Care Coordination and Integration team.
- 6.1.4.3. Create a document within the first year of the MOU that identifies each partner's funding stream and how each funding stream can be used and blended to support youth with acute needs in the following areas of wellbeing:
  - 6.1.4.3.1. Behavioral/Emotional health
  - 6.1.4.3.2. Health
  - 6.1.4.3.3. Education
  - 6.1.4.3.4. Physical
  - 6.1.4.3.5. Placement/Permanency
  - 6.1.4.3.6. Supports

6.2. In consideration of the foregoing intent and purposes and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, System Partners hereto agree as follows:

**7. SYSTEM OF CARE**

**7.1. VISION**

All children and youth in our communities thrive with committed, permanent, and nurturing families, and when provided with necessary services and supports that are integrated, timely, comprehensive, and culturally responsive.

**7.2. MISSION**

To provide highly coordinated, integrated, and innovative services and supports to children and youth to achieve permanency, wellbeing, and a valued and successful adulthood.

**8. INTERAGENCY LEADERSHIP TEAM (ILT)**

**8.1. Authorized Administrative Representatives**

Each System Partner to this agreement identifies the following individuals to serve as authorized administrative representatives for that System Partner.

**8.1.1. Child Welfare Services**

- 8.1.1.1. Dr. Kimberly Giardina, Director  
(858) 616-5815  
[kimberly.giardina@sdcounty.ca.gov](mailto:kimberly.giardina@sdcounty.ca.gov)
- 8.1.1.2. Margo Fudge, Deputy Director  
(858) 616-5989  
[margo.fudge@sdcounty.ca.gov](mailto:margo.fudge@sdcounty.ca.gov)

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**8.1.2. Behavioral Health Services**

8.1.2.1. Dr. Luke Bergmann, Director  
(619) 515-6923  
[Luke.Bergmann@sdcounty.ca.gov](mailto:Luke.Bergmann@sdcounty.ca.gov)

8.1.2.2. Yael Koenig, Deputy Director  
(619) 563-2773  
[Yael.Koenig@sdcounty.ca.gov](mailto:Yael.Koenig@sdcounty.ca.gov)

**8.1.3. Probation Department**

8.1.3.1. Cesar Escuro, Interim Chief Probation Officer  
(858) 514-3148  
[Cesar.Escuro@sdcounty.ca.gov](mailto:Cesar.Escuro@sdcounty.ca.gov)

8.1.3.2. Lisa Sawin, Deputy Chief Probation Officer  
(858) 514-3181  
[Lisa.Sawin@sdcounty.ca.gov](mailto:Lisa.Sawin@sdcounty.ca.gov)

**8.1.4. San Diego Regional Center**

8.1.4.1. Kate Kinnamont, Director, Case Management Services  
(858) 576-2936  
[Kate.Kinnamont@sdrc.org](mailto:Kate.Kinnamont@sdrc.org)

8.1.4.2. Gabriella Ohmstede, Associate Director, Case Management Services  
(858) 576-2892  
[Gabriella.Ohmstede@sdrc.org](mailto:Gabriella.Ohmstede@sdrc.org)

**8.1.5. San Diego County Office of Education**

8.1.5.1. Dr. Paul Gothold, Superintendent of Schools  
(858) 292-3514  
[Paul.Gothold@sdcoe.net](mailto:Paul.Gothold@sdcoe.net)

8.1.5.2. Bruce Petersen, Executive Director, Student Support Services and Programs  
(858) 298-2069  
[Bruce.Petersen@sdcoe.net](mailto:Bruce.Petersen@sdcoe.net)

**8.2. Interagency Leadership Team (ILT) Membership Composition**

8.2.1. The San Diego County ILT serves as the governing and coordinating body of this collaborative. The ILT oversees the execution of the MOU and ensures that timely, coordinated, and trauma-informed services are provided to children and youth in foster care. The ILT members consist of the following System Partners:

8.2.1.1. County of San Diego Health & Human Services Agency, Child Welfare Services

8.2.1.2. County of San Diego Health & Human Services Agency, Behavioral Health Services

8.2.1.3. San Diego County Probation Department

8.2.1.4. San Diego County Office of Education

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- 8.2.1.5. San Diego Regional Center
- 8.2.1.6. Superior Court of California, County of San Diego

- 8.2.2. Additional ILT members may be included as deemed appropriate by the ILT. Additional partners may attend ILT meetings to support the ILT, as determined by the ILT.
- 8.2.3. The ILT shall select a Chair who will lead the ILT meetings and processes until a consensus is made for the selection of a new Chair.

**8.3. Governance Procedures**

- 8.3.1. ILT members shall consist of executive level and/or senior manager System Partners or designees.
- 8.3.2. The ILT will meet quarterly unless otherwise determined by the ILT.
- 8.3.3. The ILT will convene as necessary to address elevated case issues requiring multi-disciplinary action or resolution.
- 8.3.4. The forum of the ILT meetings is to be determined by the ILT based on current environment. Special meetings are scheduled as necessary.
- 8.3.5. The ILT will govern under Robert's Rules of Order. The ILT may formulate specific procedural rules or order to govern the conduct of its meeting.
- 8.3.6. Methods of group decision making will be through consensus and the use of Gradients of Agreement for confirming consent when appropriate. If consensus cannot be reached, decision may be made by a simple majority vote of the ILT members.
- 8.3.7. The ILT will develop a roster with primary and secondary attendees. Members with designated alternate representatives may have their alternate vote in their absence. Designated alternates shall prepare for meeting agenda items and make decisions as needed.
- 8.3.8. ILT members will alternate responsibilities for providing administrative support to the ILT. Administrative support records ILT meeting minutes, maintains records of all actions and reports of the ILT, handles ILT correspondence, and secures meeting venue as necessary.
- 8.3.9. The ILT will identify leads for action items as necessary.
- 8.3.10. The ILT members will utilize a shared decision-making process for all programs and services identified by the System Partners.
- 8.3.11. The ILT will review and analyze shared System Partners' organizational data regularly to understand system effectiveness, improve services, and engage in continuous improvement outcomes for all youth in care.
- 8.3.12. The ILT will review relevant data and outcome measures regularly to ensure youth in care are successful in their transition to adulthood.
- 8.3.13. The ILT will review and discuss Interagency Placement Committee (IPC) data and trends at regular scheduled meetings and monitor outcomes. The ILT will communicate with IPC department leads for supplemental information, presentations, and updates as necessary.

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- 8.3.14. ILT subcommittee, System of Care Coordination and Integration team, shall consist of staff of various levels from all System Partners.
- 8.3.15. The System of Care Coordination and Integration team will meet monthly, subject to change as determined by the team.
- 8.3.16. The System of Care Coordination and Integration team will report to the ILT matters that require elevated leadership attention and/or resolution.

**9. INTEGRATED CORE PRACTICE MODEL (ICPM)**

- 9.1. The California Integrated Core Practice Model for Children, Youth, and Families (ICPM) provides practical guidance and direction to support county child welfare, juvenile probation, behavioral health agencies, and their partners in the delivery of timely, effective, and integrated services to children, youth, and families. The ICPM describes shared values, principles, and practice elements that are to be incorporated in local program development to best meet the complex needs of children, youth, and families interacting with child and family serving systems. The ICPM is found on the [Department of Health Care Services website](#).
- 9.2. System Partners embody values, principles, and practices that separately define each System Partners' structure, processes, and unique contribution to children and youth, and their families and that compliments other child and family serving systems. Collectively with all System Partners, these values, principles, and practice elements provide a shared framework of expectations that promotes consistency and alignment in the provision of coordinated and integrated care across multiple systems and fosters positive outcomes to children, youth, and families.
- 9.3. This MOU affirms a mutual commitment to, and use of the ICPM shared values, principles, and practice elements by System Partners.
- 9.4. System Partners agree to practice and support the ICPM guiding principles to collaborate in a consistent and aligned manner. The ten guiding practice principles include:
  - 9.4.1. Family voice and choice
  - 9.4.2. Team-based approach
  - 9.4.3. Cultivating natural supports
  - 9.4.4. Collaboration and integration among the team
  - 9.4.5. Community-based connections
  - 9.4.6. Culturally respectful collaboration
  - 9.4.7. Individualized planning for children, youth, and families
  - 9.4.8. Strengths-based approach
  - 9.4.9. Persistence achieving goals
  - 9.4.10. Outcome-based
- 9.5. System Partners are informed of the purpose and role of the ICPM and know their respective role in supporting the continued implementation of the ICPM via the following:

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- 9.5.1. System Partners are provided with the ICPM, an overview of the purpose and background, and aware of its electronic availability.
- 9.5.2. All new System Partners are provided with the ICPM, an overview of the purpose and background, and information on how to access the ICPM electronically.
- 9.5.3. ICPM values, principles, and practice elements are practiced and supported by the ILT and within ILT meetings, collaborations, and governance.
- 9.5.4. The components and principles of the ICPM are shared with System Partners through formal trainings and other forms of information exchange.
- 9.5.5. Formal trainings using various platforms are developed in collaboration with System Partners and include classroom training, e-Learnings, and micro-learnings. These trainings are readily available to System Partners through a contracted training provider.
  - 9.5.5.1. Trainings inform of the structure and process of each system and intersecting opportunities for collaboration and integration of the delivery of services.
  - 9.5.5.2. Quarterly in-service trainings at the ILT subcommittee level promote resource sharing, innovative service delivery, and increase knowledge of available services and continuum of program and placement options available for children and youth.
- 9.5.6. The ICPM is consistently referenced through various forms of information exchange with System Partners.
- 9.5.7. System Partners agree to maintain their collaborative commitment to continue ongoing efforts to integrate the principles of trauma-informed care into services and supports provided to children, youth, and families.
- 9.5.8. System Partners agree to support enhanced practice behaviors and model behavioral expectations in integrated practice settings when working with children, youth, and families on engagement, assessment, teaming, service planning and delivery, and transitions.
- 9.5.9. System Partners are mutually committed to providing and participating in ongoing specific and integrated trainings and cross trainings, and incorporate strong policies on teaming and the ICPM values, principles, and practices to improve outcomes for children, youth, and families.
- 9.5.10. System Partners further support the ICPM through various executed agreements.

**10. INFORMATION PRIVACY AND DATA SHARING**

- 10.1. The System Partners shall follow all applicable laws and regulations related to the privacy and security of clients' information, such as, but not limited to, the confidentiality of child welfare records under Welfare and Institutions Code sections 827 and 10850.

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- 10.2. System Partners agree and are committed, to the fullest extent allowable by law, to share necessary and relevant client specific information to conduct timely treatment, coordinate care, and ensure the highest quality care is available to youth and caregivers.
- 10.3. California Welfare and Institutions Code 16521.6 provides for confidential information and data sharing to the extent permitted by federal law among members of the ILT if it is reasonably believed to be generally relevant to the identification, reduction, or elimination of barriers to services for, or to the placement of, children and youth in foster care or to improve provisions of those services or placements.
- 10.4. California Welfare and Institutions Code 16521.6 provides for confidential information and data sharing among members of the Interagency Placement Committee (IPC), as defined in Section 4096, child abuse multidisciplinary personnel team, as defined in Section 18961.7, or child and family team, as defined in paragraph (4) of subdivision (a) of Section 16501.
- 10.5. System Partners are included in Multidisciplinary Team (MDT) meetings, Child and Family Team (CFT) meetings, Interagency Placement Committee (IPC) meetings, and other platforms of case consultations to ensure interagency collaboration and sharing of necessary and relevant information related to youth and their families.
- 10.6. System Partners agree to communicate with designated system designees upon a child or youth's initial entry and interaction to a system to identify child and youth interaction with other System Partners to begin sharing necessary and relevant information permitted through the various teaming and case consultation platforms permitted by state statutes.
- 10.7. System Partners agree to collectively share, to the fullest extent allowable by law or through the execution of data sharing agreements, high-level organizational data necessary to connect, track, and measure outcomes set forth and agreed upon in the MOU.
- 10.8. System Partners agree to coordinate data from contracting agencies to track and measure outcomes set forth and agreed upon in the MOU and subsequent outcomes agreed upon and identified to ensure integrated programming and service delivery, and identify systemic barriers preventing a timely system of care approach.
- 10.9. System Partners agree to integrate and align data-based outcomes when possible to maximize and leverage existing data and monitor and track integrated efforts.
  - 10.9.1. Connect organizational quality improvement efforts analysts and teams across systems to analyze reporting and compliance processes to



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reduce redundancy, identify areas of cost savings, and leverage best practices.

- 10.10. System Partners acknowledge the significance and opportunities available when specific system information and measurable data are shared to provide timely, integrated, and highly coordinated services to children and their families.
- 10.11. System Partners agree that efforts to share information and measurable data provides a coordinated pathway to identify macro and micro-level organizational needs to move further upstream in establishing a prevention-focused system of care.
- 10.12. Information and data sharing among System Partners are additionally established through various executed agreements.

**11. SCREENING, ASSESSMENT, AND ENTRY TO CARE**

- 11.1. System Partners recognize the need for a unified assessment process upon a child/youth's entry to care to facilitate a complete and comprehensive assessment of needs, services, treatment planning, or case planning.
- 11.2. System Partners are aware of the varying types and purposes of screening and assessment tools, and how some are similar and overlapping.
- 11.3. In recognition of both the need for System Partners to have distinct screening and assessment tools to determine eligibility of services and the advantages to having a single-shared assessment process to avoid redundancy and unnecessary assessments, System Partners agree to:
  - 11.3.1. Share assessment outcomes, to the extent permitted by laws and regulations, to support timely and coordinated care and service delivery and transition.
  - 11.3.2. Utilize screening and assessment processes that are youth and family-focused and culturally responsive.
  - 11.3.3. Coordinate the use of common assessments among interacting System Partners when available.
  - 11.3.4. Collaborate between System Partners to determine all needs of the child and youth are being met to include, but not limited to the participation in Child and Family Team (CFT) meetings, Interagency Placement Committee (IPC) meetings, Individualized Education Program (IEP) meetings, 504 planning meetings, and Care/Case Coordination meetings.
- 11.4. CWS, BHS, and Probation jointly coordinate a single assessment process across systems for a child or youth's entry to care. CWS, BHS, and Probation utilize the Child and Adolescent Needs and Strengths (CANS), the California identified mental health screening tool developed to assess well-being, identify a range of social and behavioral healthcare needs, support care coordination, collaborative

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decision-making, and monitor outcomes of individuals, providers, and systems. The CANS serves as the communal entry into care among partners and is completed in a way that invites other systems to come together and collaborate on how to bring services to a child and not have the child go through multiple system doors in support of a "no wrong door" approach.

- 11.4.1. System Partners agree to comply with the procedure established for sharing of CANS information between systems to determine all needs of the child are being met and cultural considerations are addressed. Integrated service planning and referrals occur within the CFT meeting to reduce duplicative efforts and trauma by having to access multiple systems.
  - 11.4.2. BHS care coordinators, and/or CWS or Probation staff are responsible in ensuring referrals for services occur in a timely manner.
- 11.5. System Partners provide the following assessments and support and agree to share information from these various tools and processes to reduce duplicative and unnecessary assessments and screenings, ensure necessary and legal timelines for services are met, and youth are provided with coordinated, culturally responsive, and trauma-informed services.
- 11.5.1. **CWS** provides an initial CANS screening for all youth entering foster care to create the initial case plan. Reassessments are completed every six months and care and service plans are updated accordingly. CWS staff completes the pre-CANS and finalize the CANS screening in the CFT meeting with the youth and families to ensure youth and family input, and to enhance the identification of needs and strength of the youth and their families and natural support systems to promote family-centered, strengths based service planning.
  - 11.5.2. **Probation** utilizes the CANS screening completed by the mental health provider as the primary mental health assessment for youth in care. The CANS conversation is included as part of the CFT meeting. The completion of the CANS is used to guide service planning and the case plan. Reviewing the CANS during a CFT meeting assists in identifying strengths as well as unmet needs.
  - 11.5.3. **BHS** provides all children and youth involved with the child welfare system comprehensive strengths and needs-based assessments, including screening for trauma exposure and behavioral health services needs. The Behavioral Health Assessment includes components that address education, regional center, and probation interaction through a series of questions pertaining to client early interventions history, educational history, areas of concern, developmental milestones, and client/family justice system involvement.
  - 11.5.4. **San Diego Regional Center** assessment for eligibility is in accordance with the Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code section 4400). Assessments can include a collection and review of available historical diagnostic data, provision or procurement of necessary tests and evaluations, and summarization of

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developmental levels and service needs. Additional evaluations and tests may be considered, including but not limited to, intelligence tests, adaptive functioning tests, neurological and neuropsychological tests, diagnostic tests performed by a physician, psychiatric tests, and other tests or evaluations that have been performed by and are available from other sources when assessing and determining eligibility for services. In addition to any person eligible for initial intake or assessment services, regional centers also provide preventative services to any potential parent or legal guardian requesting these services and who is determined to be at a high risk for parenting an infant with developmental disabilities or to any infant at a high risk of acquiring a developmental disability. The Individual Program Plan (IPP) and the Individualized Family Service Plan (IFSP) is developed for any individual who is found eligible for regional center services. The provision of services and supports by the regional center system is centered on meeting the goals of the individual and the family of the individual with developmental disabilities and reflects the needs, preferences, and the choices of the individual and the family.

- 11.5.5. **FYSCP** supports the school districts in the provision of services to address identified needs of youth in care via the AB 490 Foster Care Liaisons. The Foster Care Liaison are embedded in CWS regions and investigates and provides support in all identified areas of need and ensures that services are available within districts and provided to youth.
  
- 11.6. System Partners collaborate within CFT meetings to coordinate expedited service approvals when necessary.
  
- 11.7. System Partners begin to recommend, coordinate, and align services and care within IPC meetings to leverage combined services and fiscal resources.
  
- 11.8. System Partners agree to continue coordinated efforts to enhance the practice of common assessments when available and identify opportunities supporting the establishment of universal screening.

**12. CHILD AND FAMILY TEAMING**

- 12.1. System Partners are committed to providing an integrated teaming process for all youth in care. Through this commitment, System Partners agree to support team-based practices that include the voice of the child, youth, and family when assessing and determining needs and services, placement options, and planning for transitions, monitoring and adapting services, and coordinating an integrated care delivery. These strength-based approaches underscore the success of families when empowered with an active role in developing and implementing solutions towards strengthening their family and help achieve positive outcomes for safety, permanency, and well-being.

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- 12.2. CWS, BHS, and Probation collaboratively launched child and family teaming (CFT) and the commencement of CFT meetings through a joint procurement of facilitation services and the operationalization of the Pathways to Well-Being program, which is San Diego's implementation of the Integrated Core Practice Model. The CFT policies, processes, and practices collaboratively developed among partners address both the Katie A. mandate and statutory and policy requirements set forth in the Continuum of Care Reform. The policies and process include requirements for a CFT, timelines for CFT meetings, processes for scheduling and requesting a CFT meeting, communicating with and notifying the CFT, and required forms for information sharing among the CFT. In the spirit of teaming and bettering outcomes for children, youth, and families, CWS expanded CFT and CFT meetings to all youth interacting with CWS.
  - 12.3. System Partners agree to a team approach to maintain fidelity to the CFT structure and meet the unique needs of children, youth, and families. All System Partners continue efforts to create a one team approach and unified and teaming meeting process in service planning, delivery, and care for every youth in foster care. System Partners believe that all the people from all service and care plans should be present to provide information, maximize resources, and participate in the holistic planning of the child, youth, and family. For this reason, System Partners interacting with the youth are notified and invited to CFT meetings and all other system required meetings for the child and youth.
  - 12.4. System Partners interacting with the child, youth, and family, agree to combine and integrate system specific meetings when allowable to maximize participation and input from the CFT and collaborate in the development and implementation of a cross-system service plan for youth and families to promote coordinated, timely, and trauma-informed services.
  - 12.5. System Partners recognize the significance of teaming and the importance of making available alternative forms of meeting platforms to increase accessibility and maximize team participation. San Diego County has in-person, visual, and audio format options available for CFT meeting participation to ensure optimal participation of systems and family supports in CFT meetings.
  - 12.6. San Diego County has instituted a continuous quality improvement process for teaming and the CFT meeting. Surveys are utilized following CFT meetings to gather information from the CFT to measure and monitor the CFT structure, implementation, and outcomes. The data gathered from this participatory process is used to enhance teaming practices and address barriers and gaps in children, youth, and family programming.
13. **INTERAGENCY PLACEMENT COMMITTEE (IPC)**
    - 13.1. CWS and Probation utilize a multi-agency, multi-disciplinary team to support a youth's service, placement, and treatment needs that require intensive services, targeted case management, and highly integrated resources and

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supports.

- 13.2. The IPC is established in accordance with California Welfare and Institutions Code section 4096 for reviewing and approving treatment and placement in a Short-term Residential Therapeutic Program (STRTP).
- 13.3. The IPC also reviews requests for continued intensive treatment in an STRTP past the initial six months for youth interacting with the child welfare system and twelve months for youth interacting with the juvenile justice system and as set forth in California Welfare and Institutions Code section 361.2.
- 13.4. The IPC meets at a minimum of three times per week and is composed of representatives from CWS, BHS, Probation, and FYSCP. SDRC is notified and invited to participate when the youth is an identified SDRC consumer or in the process of determining service eligibility.
- 13.5. The diverse multi-disciplinary team includes but is not limited to Pathways to Well-Being staff, Public Health Nurse, permanency support staff, CWS staff psychologist, and tribal representation, when applicable.
- 13.6. BHS is responsible for notifying and inviting the youth's treating mental health clinician to the IPC meeting to provide input on the youth's current diagnosis, mental health services provided and impact of those services, the current treatment plan and progress toward goals, and ideas or strategies to meet the child/youth's mental health needs. Input given by the mental health clinician contributes to the decision-making process, confirms medical necessity, and appropriateness of less restrictive levels of treatment to meet the youth's needs.
- 13.7. CWS, BHS, and Probation ensure the IPC is fully inclusive of multiple System Partners as applicable.
- 13.8. The IPC is responsible for determining eligibility for Medi-Cal specialty mental health services and treatment in a STRTP through group consensus.
- 13.9. CWS and Probation are responsible for establishing and sending IPC agendas weekly to committee members.
- 13.10. Forms of communication among IPC members include but are not limited to written, electronic, telephonic, and virtual communication.
- 13.11. In support of the ICPM and teaming process, the IPC considers recommendations from the CFT and through this collaboration, all relevant information about a youth is gathered and considered for the committee to make an informed decision on whether a youth meets medical necessity criteria for Medi-Cal specialty mental health services, and for initial placement or

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continued placement and treatment in an STRTP, where behavior or treatment needs can only be met.

- 13.12. The IPC engages in cross-system discussions and provides all partner agencies the opportunity to coordinate care and optimize availability and appropriateness of services and supports to safely maintain a youth in the least restrictive home-based family setting, other appropriate alternative settings, and to support a youth step down and transition to a lower level of care.
- 13.13. The IPC is a standing agenda item at ILT meetings. This provides a platform and space to share IPC trends, address service and placement gaps, identify systemic barriers preventing timely placement and services, develop and strengthen collaborative authority, and highlight cross-system success.

**14. ALIGNMENT AND COORDINATION OF SERVICES**

- 14.1. CWS utilizes the Child and Adolescent Needs and Strengths (CANS) assessment to identify the needs of each youth and their family.
- 14.2. The CANS is completed within the first thirty (30) calendar days of a youth entering into care to ensure the needs of the family are immediately assessed and are incorporated into the first case plan, ensuring services and supports are timely and designed around the unique needs of the youth and their family. The youth and family's input is elicited and incorporated into the rating of the family's needs by discussing and finalizing the CANS within the CFT meeting. The input of the youth and family are further incorporated as the CANS assessment is then woven into discussions within the CFT meeting regarding services and supports to address all needs and cultural considerations of the youth as well as any services necessary to address protective issues that have impacted the youth's safety in the home.
- 14.3. CWS policy incorporates the need to have all involved systems included in CFT meetings to include BHS, education liaisons, tribal representatives, regional center staff, Probation, court appointed special advocates, and expert voices, when applicable.
- 14.4. The CANS is updated, at minimum, every six months and is discussed within a CFT meeting to correspond with status review hearings and the development of the updated case plan to ensure the youth and family's current needs are addressed and to ensure any services that may be occurring are addressing the relevant needs of the youth and family. The CFT meeting discussion allows for coordination of services by incorporating system specific needs and plans to allow for continuity in plan focus and to ensure needs of all systems are integrated into one unified overarching plan.
- 14.5. Alignment and coordination of services among System Partners are in support of the ICPM. System Partners agree to an integrated approach and actively

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collaborate in efforts to engage, respond, and wrap children, youth, and families with a continuum of services, resources, and support needed to function successfully in the home, school, and throughout life.

- 14.6. Integrated service planning and coordination of referrals occur within the CFT to reduce duplicative efforts and trauma and ensure timely provision of services. System Partners agree to create with the child and family a seamless alignment and transition of services in support of the "no wrong door" approach and ensure that children and youth receive all the necessary services without having to navigating multiple systems with duplicative processes.
- 14.7. The IPC provides all System Partners an opportunity to coordinate and align care to the extent possible and leverage combined service and fiscal resources to meet the unique needs of youth.
- 14.8. System Partners recognize and agree on the need for distinct assessment tools within systems, and commit to utilizing the information gathered from the various assessments to team with the child, youth, family, and their natural supports to develop a comprehensive well-coordinated care plan targeting the specific needs and strengths of the child and their family and identifying which system partner(s) will provide and be accountable for the provision of timely service. Utilization of the Behavioral Health Assessment from BHS and the SDRRC II assessment from Probation are examples of other distinct system assessment tools used and discussed in a CFT meeting to elicit input from the child, youth, and family to inform the integrated care/case plan.
- 14.9. To ensure educational success and promote permanent connections among students in foster care, CWS, FYSCP, and Local Education Authorities (LEA) partner in the establishment and execution of the Every Student Succeeds Act (ESSA) School Stability Transportation Memorandum of Agreement (MOA).
  - 14.9.1. The MOA identifies a countywide, ESSA compliant, cost sharing transportation agreement.
  - 14.9.2. The MOA provides cost sharing by San Diego County LEAs, FYSCP, and CWS of additional costs incurred by LEAs for the LEAs or FYSCP to provide students in foster care, between the ages of 8 and 18, with transportation to and from their school of origin.
- 14.10. To create a seamless entry to care and support a collaborated coordination of care for SDRC consumers in foster care, CWS and SDRC partner in the establishment and execution of the Operational Agreement (Agreement).
15. **STAFF RECRUITMENT, TRAINING, AND COACHING**
  - 15.1. System Partners are committed to building an integrated trauma-informed workforce committed to the system of care practice and delivery of timely and coordinated trauma-informed care to all children, youth, and families.

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- 15.2. System Partners agree to work in partnership on the development of new staff positions that directly impact children and youth in the foster care system to ensure job descriptions and roles and responsibilities are culturally responsive to meet the diversity of youth served and align with the collaborative and trauma-informed system of care work.
- 15.3. System Partners agree to provide initial and ongoing trauma-informed trainings and coaching and mentorship opportunities to staff to support their ongoing practice and integration of the ICPM shared values, core components, and standards of practice. Training is provided in classroom settings, through e-learnings and micro learnings, webinars, and attending conferences.
- 15.4. System Partners agree to plan and deliver ongoing cross training to staff to enhance services to children, youth, and families in alignment with the goals and intent of Pathways to Well-Being, California Continuum of Care Reform, and the ICPM.
- 15.5. System Partners agree to collaborate, develop, and implement requisite e-learnings informing staff and contracted service providers of the roles and services of each partner and the interconnectedness of each system in strengthening families and supporting positive outcomes for children, youth, and families.

**16. FINANCIAL RESOURCE MANAGEMENT**

System Partners agree to collaboratively explore solutions to optimize funding opportunities to support timely and appropriate child-family placements, services, and supports. System Partners agree to:

- 16.1. Develop an awareness of System Partner's fiscal structure, available funding resources, flexibility, and limitations.
- 16.2. Include fiscal and budget experts from System Partners in collaborations to inform financial decisions and identify opportunities to braid funding for innovative solutions.
- 16.3. Exhaust all available system resources that can meet the needs of children, youth, and families.
- 16.4. Identify reasonable cost sharing responsibilities to support the provision of timely and seamless services.
- 16.5. Braid available funding resources, when allowable, to maximize the provision of child-centered services and delivery of effective and efficient child-family support.



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**17. DISPUTE RESOLUTION PROCESS**

- 17.1. System Partners agree to uphold the practice and commitment to cross-system collaboration and shared decision-making process. If a disagreement presents during the coordination and provision of services, System Partners agree to in good faith attempt to resolve the conflict at the lowest level to include dispute resolution processes identified in applicable Memorandum of Agreements, Memorandum of Understanding, Agreements, or consensus.
- 17.2. When an agreement cannot be reached through the above resolution processes, System Partners agree to elevate matters up their respective chain of command and provide documentation to their respective executive leadership of all efforts made by System Partners to resolve the conflict.
- 17.3. If after all attempts for resolution are exhausted at the executive leadership level, System Partners agree to enlist the assistance of the ILT for resolution based on consensus prior to requesting technical assistance from the Children and Youth System of Care TA team.

**18. RESOURCE FAMILIES AND THERAPEUTIC FOSTER CARE SERVICES**

- 18.1. System Partners strive to promote the overarching goal of the California Continuum of Care Reform to ensure that all children live with a family that is committed, nurturing, and permanent, and prepares them for a successful transition to adulthood, and that the families have all the necessary services and supports in order to be successful. To that end, System Partners agree to collaboratively plan for the recruitment and retention of diverse resource families to meet the unique needs of children and youth in foster care, including outreach to tribal communities to recruit Native families to care for Native youth who enter into foster care.
- 18.2. Various collaborative outreach and ongoing recruitment and support efforts by System Partners include but are not limited to:
  - 18.2.1. CWS recruits a diversified pool of resource families through community outreach events and media services. CWS supports and retains resource families through the Quality Parenting Initiative (QPI) that ensures caregivers are a full partner in the team supporting the healthy development of youth in care while focusing on ensuring the resource parent provides quality care to youth to promote their safety, permanency, and well-being.
  - 18.2.2. System Partners and related county departments participate in a diversity, fairness and equity focus group intended to ensure that cultural needs of all youth are addressed in all placement types.
  - 18.2.3. BHS supports and retains resource families through a contracted Foster Family Agency Treatment and Stabilization (FFAST) program. FFAST provides outpatient Specialty Mental Health Services (SMHS) to youth and families in Foster Family Agencies (FFA) and county level resource homes throughout San Diego County. FFAST offers comprehensive

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services including individual therapy for the child, family therapy (foster, biological, and adoptive), group therapy, parent training groups, crisis intervention, family support and rehabilitation, case management, collateral support and medication evaluation and monitoring, with the goals of ensuring stability of placement, improving youth and families overall wellbeing, and fostering permanency connections.

18.2.4. FYSCP promotes the recruitment of resource families through their website and media programming with CWS. FYSCP coordinates with school districts to share resource parent recruitment material through their respective social media platforms.

18.2.5. Probation engages and works to recruit potential resource families through community outreach events and forums, brochure recruitment advertisements, and media campaign efforts, as well as working collaboratively with CWS and other county entities.

18.2.6. CWS, BHS, and Probation agree to continue ongoing joint collaborations to review and approve new requests for the establishment of FFAs in San Diego County to expand resource family capacity.

18.3. CWS, BHS, and Probation partnered to provide Therapeutic Foster Care and agree to continue to engage in ongoing efforts to identify caregivers and supportive services to meet the needs of youth who have mental health and behavioral challenges and need intensive support and treatment to address complex trauma. The contracted provider will make available TFC to those youth and families who meet medical necessity and have a CFT in place to guide and plan the provision of TFC. Additionally, the contracted provider will make the TFC training curriculum available to all interested caregivers from FFAs in San Diego County and provide a centralized training for caregivers from all FFAs interested in providing TFC.

18.4. CWS, BHS, and Probation along with other System Partners agree to continue ongoing collaborative recruitment and retention planning and efforts for TFC to increase reach, build capacity, and develop a diverse pool of resource families to deliver high quality, trauma-informed care to children, youth, and their families.

**19. LIVE WELL SAN DIEGO VISION**

The County of San Diego (County) Health and Human Service Agency (HHS) agreements support *Live Well San Diego*. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHS partners to this Agreement, to the extent feasible, are expected to advance this vision, which was implemented in a phased approach. The first phase, Building Better Health, was adopted by the Board of Supervisors in 2010, and focuses on improving the health of residents and supporting healthy choices. The second phase, Living Safely, seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and

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emergencies. The third and final phase, Thriving, was adopted in 2014 and focuses on promoting a region in which residents can enjoy the highest quality of life.

Information about *Live Well San Diego* can be found on the [County's website](#) and the [Live Well San Diego website](#) designated to the vision.

**20. A TRAUMA-INFORMED SYSTEM**

The County of San Diego Health and Human Services Agency (HHSA) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals - staff, clients, partners, and the community - and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency.

Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals;
- Promoting safety;
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness;
- Supporting consumer empowerment, control, choice, and independence;
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures);
- Demonstrating trustworthiness and transparency;
- Integrating services along the continuum of care;
- Believing that establishing safe, authentic, and positive relationships can be healing;
- Understanding that wellness is possible for everyone.

**21. INDEMNITY**

**21.1. Indemnity Claims Arising from the Sole Acts or Omissions of a Party:** Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, elected officials, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

**21.2. Indemnity Claims Arising from Concurrent Acts or Omissions:** The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties agree to retain their own legal counsel, bear their own defense costs, and waive

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their right to seek reimbursement of such costs, except as provided in paragraph 21.3 below.

**21.3. Indemnity Joint Defense and Reimbursement and Reallocation:**

Notwithstanding paragraph 21.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

**22. INSURANCE**

Each Party must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such party hereunder. Minimum policy limits maintained by any Party shall in no way limit the Party's indemnification obligations.

**23. CONFORMANCE WITH RULES AND REGULATIONS**

All System Partners shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All System Partners shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

**24. PERMITS AND LICENSES**

All System Partners certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

**25. GOVERNING LAW**

This agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

**26. THIRD PARTY BENEFICIARIES EXCLUDED**

This agreement is intended solely for the benefit of the System Partners listed herein.

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Any benefit to any third party is incidental and does not confer on any third party to this agreement any rights whatsoever regarding the performance of this agreement. Any attempt to enforce provisions of this agreement by third parties is specifically prohibited.

**27. SEVERABILITY**

If any terms or provisions of this agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the maximum extent permitted by law.

**28. FULL AGREEMENT**

This agreement represents the full and entire agreement between the System Partners and supersedes any prior written or oral agreements that may have existed.

**29. SCOPE OF AGREEMENT**

This agreement only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the System Partners, except that the System Partners may by written amendment amend the scope of this agreement.

**30. AMENDMENTS TO MOU**

Any System Partner may propose amendments to this MOU. If agreed upon by the System Partners, the Authorized Administrative Representatives (i.e. Interagency Leadership Team) shall amend this agreement. This MOU shall only be amended by a written amendment signed by all authorized signatories.

**31. TERM**

This agreement shall become effective on the date all authorized signatories have signed this agreement. It shall remain effective until amended or terminated in writing by the Authorized Administrative Representatives and signatories.

31.1. System Partners shall review this agreement annually for continued accuracy.

**32. COUNTERPARTS**

This MOU may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

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**33. SIGNATORIES TO AGREEMENT**

**IN WITNESS WHEREOF**, the System Partners hereto have duly executed this MOU, such System Partners acting by their representatives who have duly authorized to act.

**COUNTY OF SAN DIEGO  
HEALTH & HUMAN SERVICES  
AGENCY**

**SAN DIEGO COUNTY  
PROBATION DEPARTMENT**

Original Signature on File  
By (Authorized Signature)

Original Signature on File  
By (Authorized Signature)

DEAN ARABATZIS  
Name (Type or Print)

Cesar Escuro  
Name (Type or Print)

Acting Agency Director  
Title

Interim Chief Probation Officer  
Title

03/15/2021  
Date

02/25/2021  
Date

**SAN DIEGO COUNTY  
SUPERINTENDENT OF SCHOOLS**

**SAN DIEGO REGIONAL CENTER**

Original Signature on File  
By (Authorized Signature)

Original Signature on File  
By (Authorized Signature)

Michael Simonson  
Name (Type or Print)

KATHERINE (KATE) KINNAMONT, MS  
Name (Type or Print)

Deputy Superintendent,  
Chief Business Officer  
Title

Director, Case Management Services  
Title

3/5/2021  
Date

3/1/2021  
Date