



# RESOLUTION No. 21-372

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN NEVADA COUNTY HEALTH AND HUMAN SERVICES AGENCY, NEVADA COUNTY PROBATION DEPARTMENT ("PROBATION"), NEVADA COUNTY DEPARTMENT OF PUBLIC HEALTH, NEVADA COUNTY SOCIAL SERVICES, NEVADA COUNTY BEHAVIORAL HEALTH, NEVADA COUNTY SUPERINTENDENT OF SCHOOLS, AND ALTA CALIFORNIA REGIONAL CENTER RELATED TO DEVELOPING A COORDINATED APPROACH TO SERVING CHILDREN AND FAMILIES RECEIVING INTERAGENCY SERVICES

WHEREAS, Assembly Bill 2083 (Chapter 815, Statutes of 2018), requires each county to develop and implement a Memorandum of Understanding (MOU) outlining the roles and responsibilities of the various local entities that serve children and youth in foster care who have experienced severe trauma; and

WHEREAS, agency partners seek to ensure that all public programs for children, youth and families provide services in an integrated, comprehensive, culturally responsive, trauma informed, evidence-based/best practice manner, regardless of the agency by which children and families enter; and

WHEREAS, the intent of this MOU is to create and maintain an administrative team with collaborative authority over the child welfare, juvenile justice, education, children's health and mental health services to enhance the operations of their activities, decisions, and direction of each of their employees regarding children, youth, and family services; and

WHEREAS, Nevada County Health and Human Services Agency, Nevada County Probation Department ("Probation"), Nevada County Department of Public Health, Nevada County Social Services, Nevada County Behavioral Health, Nevada County Superintendent of Schools, and Alta California Regional Center desire to enter into a Memorandum of Understanding whereby a coordinated approach to serving children and families receiving interagency services is developed.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the MOU by and between the Nevada County Health and Human Services Agency, Nevada County Probation Department ("Probation"), Nevada County Department of Public Health, Nevada County Social Services, Nevada County Behavioral Health, Nevada County Superintendent of Schools, and Alta California Regional Center pertaining to an integrated continuum of interagency services for children and families for the term of July 1, 2021 through June 30, 2024, be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors authorizes County Health and Human Service Agency department directors to execute the MOU on behalf of their respective County departments.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24<sup>th</sup> day of August, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
\_\_\_\_\_  
Dan Miller, Chair

8/24/2021 cc: DSS\*  
AC\*

Nevada County, California  
Interagency Child, Youth and Family Services  
**MEMORANDUM OF UNDERSTANDING**

**I. PURPOSE:**

The goal of this Memorandum of Understanding (MOU), pursuant to Assembly Bill 2083, is to address systemic barriers to the traditional provision of interagency services, and to promote, develop and implement an MOU setting forth the roles and responsibilities of agencies and other entities that serve children and youth in foster care who have experienced severe trauma. To the extent possible, the implementation of the MOU must use existing processes and structures within and across the respective organizations that are parties to it.

It is the intent of this MOU to create and maintain an administrative team with collaborative authority over the interrelated child welfare, juvenile justice, education, health, and mental health children's services. The agencies do not delegate their legal authority with respect to any core function or power of their agency, office, department, or position. The agencies are not establishing policies that are intended to be averse to any relevant agency-wide policies, rules or agreements. However, it is the intent of the system partners to fully support the structure and processes contained in this MOU and to provide the framework that shall enhance their operations and the activities, decisions, and direction of each of their employees regarding children, youth and family programming. This MOU should be interpreted in light of this intent and purpose.

**II. PARTIES:**

This Memorandum of Understanding (MOU), defining the collaboratively shared design, delivery and management of services to children, youth and families in Nevada County, is entered into by the following parties ("Children System of Care (CSOC) partners"):

- Nevada County Health and Human Services Agency
  - Nevada County Probation Department ("Probation")
  - Nevada County Department of Public Health
  - Nevada County Social Services
  - Nevada County Behavioral Health
- Nevada County Superintendent of Schools
- Alta California Regional Center

This Memorandum of Understanding shall supersede any prior Memorandum of Understanding between the system partners regarding delivery of shared services to children, youth and families.

**III. MISSION:**

CSOC partners seek to ensure that all public programs for children, youth and families shall provide services in an integrated, comprehensive, culturally responsive, trauma informed, evidence-based/best practice manner, regardless of the agency door by which children and families enter. This mission includes an awareness of and a commitment to incorporate the voices and experience of youth and family into county level collaborations and partnerships that manage or oversee the delivery of services affecting children and youth.

**IV. TERM:**

This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2024.

**V. PRINCIPLES:**

To promote and provide services which are outcome-focused, family-centered, strength-based, trauma informed, culturally proficient, comprehensive, and integrated to the extent possible through a coordinated service plan which encourages families to use their own resources to resolve problems.

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

To identify, develop, and monitor coordinated policies, procedures, resources, and implementation practices for the benefit of at-risk children, youth, and families in Nevada County and to hold member agencies and their staff accountable in these efforts.

To promote and maintain quality services that are cost effective, evidence-based and appropriate using a unified service record, shared service authorization/re-authorization and outcomes evaluation.

To provide on-going support and direction to each agency and its staff in providing services and resources for at-risk children and families consistent with the Mission and Purpose.

To promote reinvestment of any fiscal savings into identified gaps in services or early intervention, prevention, and wraparound programs to avoid placement of children into institutionalized settings whenever possible.

To assure that the voices, experiences and wisdom of children and youth and their families and caregivers are incorporated into the collaborations and partnerships captured by this agreement.

To ensure the appropriate utilization of treatment and rehabilitation services for Probation and Child Welfare children, youth and families in conjunction with appropriate court sanctions while ensuring the safety of the community and public-at-large.

To promote coordinated data collection, data exchange, and filing of documents, including electronic filing between the courts, social services agencies, and other key partners and track data that permits them to measure their performance. The Interagency Leadership Team policy prioritizes information sharing between the courts and partners to minimize or eliminate delays or barriers to excellent service provision.

**VI. MUTAL UNDERSTANDING REGARDING INTERAGENCY PROCESSES:**

The following eleven elements are believed to be the primary and necessary components of comprehensive practices for Nevada County's Child and Youth serving collaborative partners.

**A. INTERAGENCY LEADERSHIP TEAM (ILT):**

The ILT serves as the governing and coordinating body of this collaborative, which is tasked with furthering the purpose and goals of this MOU. ILT members shall consist of the Chief Probation Officer, the Director of Behavioral Health, the Director of Social Services, the County Public Health Director, the Nevada County Superintendent of Schools or designee,

and the Regional Center Director or designee. The ILT shall select a Chairperson and a Vice Chair who shall lead the ILT meetings and processes for a period of one year. The Vice Chair shall become the Chair at the end of the year term and a new Vice Chair shall be selected.

During the first year, the Director of Social Services shall serve as Chair and the Chief Probation Officer shall be the Vice Chair.

While membership of the ILT is established per above, designated other experienced staff members or senior managers from partner agencies or other involved agencies, tribal partners or identified contractors may also be invited to attend ILT meetings as deemed appropriate to support the ILT members, as determined by the ILT. The ILT members shall attend all meetings, retreats, and planning sessions necessary to mutually carry out their shared approach.

ILT members may designate one alternate representative for their organization. The ILT member must inform the ILT if they intend to have an alternate representative for their organization in writing (including email). All alternative representatives must be affirmed by the ILT Chair to represent their department in decision making for the purposes of the ILT.

The ILT members shall appoint an Executive Advisory Committee (EAC) comprised of the Child Welfare Managers/Supervisors, the Behavioral Health Managers/Supervisors, Probation Managers/Supervisors, the County Office of Education Managers/Supervisors, Regional Center Managers/Supervisors, a Parent Partner, a Youth Partner and other agency leadership as determined by the ILT. The EAC shall complete assigned tasks as prescribed by the ILT. The EAC shall meet monthly and select an EAC Chair who shall lead the EAC meeting for a period of one year.

#### Management, Administration and Service Delivery:

1. ILT shall meet monthly, virtually or at an agreed upon location, with the option to reduce meeting frequency to a minimum of quarterly by team consensus. Any member of the ILT shall be able to call a team meeting at any time, as needed. The meetings shall have an agenda and be conducted in a collaborative facilitative model.
2. The ILT Members shall utilize a shared decision-making process for all programs and services identified by the system partners. Consensus shall be the model for decisions making.
3. The ILT shall analyze opportunities and projects, and provide recommendations and direction on implementation of policies, procedures, and programs included under this agreement.
4. The ILT Members share responsibility for administration of the ILT and its associated functions. The ILT Members shall recommend a candidate for the positions of the ILT Chairperson and Vice Chair, subject to the approval of the ILT members. The ILT Chairperson shall coordinate the activities of the Interagency Placement Committee (IPC) and all programs and services identified within the collaborative.
5. Administrative support shall be provided by the Administrative Services Assistant (ASA) to the Department of Social Services (DSS) to assure continuity of interagency leadership practices. The ASA shall be responsible for coordinating and scheduling the

meetings, recording minutes, distributing minutes to ILT Members and appropriate non-members, and following up on the status of action items in between meetings.

6. Communication with the ILT shall be through the ASA with the expectation that they shall return all calls and emails within 3 workdays or less.
7. The EAC Members assigned to this collaborative from Probation, Education, and Behavioral Health, Public Health, Social Services, and the Regional Center shall develop additional written MOUs, contracts, or policies and procedures as needed for ILT review and approval. Where these documents may also directly affect other operations or obligations of any of the partners, the procedures in place for approving such documents by the partners' agency shall also be followed. These documents, as necessary, may address lines of operational authority or shared authority with other Directors, Departments, and/or Managers.
8. The EAC, in conjunction with the ILT, shall ensure that all staff assigned to shared programming is provided the necessary technical assistance, training, support and staff resources to ensure categorical mandates are fulfilled.
9. Assigned CSOC managers and supervisors shall ensure that all staff and programs conform to the shared Mission and Purpose of this MOU.
10. The ILT shall review and update this MOU on an annual basis with input from staff to ensure the needs of those working directly with children and families are being met and that the protocol set forth is accurate and utilized throughout all participating agencies.

Policy Development, Coordination and Monitoring as a full System of Care:

1. Make recommendations regarding submission, preparation and coordination of grant applications and grant deliverables.
2. Review and, as necessary, recommend program direction for applicable community partners or providers. Discuss/approve requests from providers, including Letters of Recommendation and other critical information for Short-Term Residential Treatment Program (STRTP) providers and other youth serving facilities. Invite providers to present annual reports on program issues, progress and outcomes.
3. Participate on related coordinating councils, other advisory committees, multi-disciplinary teams which affect the CSOC partner processes or services.
4. Appoint and support staff to serve as liaisons to various shared projects to ensure full continuum of care and linkages back to CSOC partner services.
5. Monitor programs for general compliance with statutory and regulatory requirements; provide guidance and technical assistance to ensure program practice is consistent with the values and principles of this interagency partnership.
6. Coordinate and develop additional agreements or MOUs, as necessary, to assist in program coordination and problem solving.
7. Work with community agencies to ensure collaborative and integrated strategies are

utilized and to promote and utilize strength-based, family-focused practice on a systems-wide basis.

8. The EAC agrees to work collaboratively to review and approve Letters of Support/requests from providers to become STRTP providers, and to do so in a timely manner. The EAC Chair shall serve as designated communication authority when working on inter-county requests and correspondence. When acting as “supporting” county, the EAC Chair shall send a copy of the correspondence sent by the supporting county to the Child Welfare Director, Chief Probation Officer, and Director of Mental Health Plan of the county in which the facility is located, notifying them of the supporting county’s decision and to request a return response within 10 business days.

A copy of the return response shall include:

- If the issues raised were satisfactorily resolved, a brief description on how those issues were resolved.
- If the issues raised were not resolved, provide details on the factors that prevented resolution of the issues.

## **B. INTERAGENCY PLACEMENT COMMITTEE (IPC):**

Nevada County’s IPC is a multi-agency, multi-disciplinary team that supports children and youth, including Non-Minor Dependents (NMD), with significant behavioral, emotional, medical and/or developmental needs through a collaborative review process whereby a child/youth’s treatment and placement needs are reviewed and supported. The IPC review process includes consideration of available assessments/evaluations, treatment information, and other relevant information regarding the child/youth/non-NMD’s history and current services and needs. The IPC is solution focused and shall agree to proactively help the placement agency to locate appropriate placements in a timely manner. The IPC is committed to keeping children, youth, and NMD in the least restrictive placement possible and to creative, collaborative, flexible, innovative, and proactive thinking in service of this goal.

The purpose of IPC meetings is to identify, develop, coordinate, and monitor the care of at-risk children, youth, and families across programs and within the county. The IPC shall include school district representation when needing to make a Best Interest Determination decision, and ACRC Representation when developmental or intellectual needs are indicated or known. *This IPC shall meet the statutory duties of the State of California under Interagency Placement Committee and Family First Prevention Services Act (FFPSA) expectations.*

The IPC Committee serves both a consultative role and, in some cases, a decision-making role. Depending on the jurisdictional (300 or 600) or Special Education status of the youth, this process may serve solely as an expanded teaming and consultation process in support of court mandated or educational required procedures. These events are purely intended to advise the planning process, and do not obligate providers, schools, or decision-makers. In other cases, IPC shall be an authoritative and decision-making entity which authorizes the actions of the system/department in support of their family-centered decision-making.

To ensure a fluid and supported team-based IPC decision making process, the FFPSA required assessment shall be accomplished as a component of the IPC process. The BHS identified Qualified Individual (QI) shall receive the referral from CWS or Probation. Using

the existing CANS based planning tool, the QI shall complete or update the biopsychosocial assessment, including engaging with and attending as needed, the Child and Family Team meeting or other team process.

Once complete, the CANS and any other assessment documents shall be reviewed as part of the IPC presentation and consideration, to inform the IPC committee's review and recommendations or approval for care. At no time shall a youth be approved or authorized for residential care based solely on the recommendations or assessment of the QI.

CSOC partner managers or other qualified staff shall jointly convene and administer an IPC, as required by state law. The IPC shall consist of five voting representatives from the following agencies:

- Nevada County Social Services
- Nevada County Probation Department
- Nevada County Behavioral Health
  - Licensed Clinical Professional
- Nevada County Department of Public Health
- Nevada County Superintendent of Schools

The IPC shall include but not be limited to the following as agreed upon by the membership of the IPC.

- Identify a Facilitator who shall act as a chairperson of the meetings; who shall record actions taken by the IPC; who shall be able to call special meetings of the IPC; coordinate with case workers and service providers to attend meetings; and shall act as liaison to the ILT.
- Reporting to the ILT by the membership of the IPC shall occur at least every six months and/or as necessary.
- Establish appropriate meeting schedule to be held in-person or virtually.
- Decision by the Placement Committee shall be made by majority vote, with at least three members of the Committee who are eligible to vote in attendance.

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

- Review and approve the initial or continued treatment of youth in a STRTP consistent with state law and to ensure that children are placed in the least restrictive setting. The IPC assessment shall determine or confirm whether the child meets one of the following areas:
  - Youth meets the medical necessity criteria for Medi-Cal specialty mental health services (SMHS).
  - Youth's individual behavior or treatment needs can only be met by the level of care provided in a STRTP, and not a lower level of care.
- Review Challenging Youth and Family Service Plans
- Review Requests for STRTP and/or Out-of-State Placement:
  - The Nevada County IPC Screening form (see Attachment 1) and the Child and Adolescent Needs and Strengths (CANS) assessment shall be utilized during the review.
  - Requests shall be reviewed within one business day employing in-person, virtual or telecommunication meetings.
- IPC members shall attend the Child and Family Team (CFT) meetings for children when there is a request to place in STRTPs, when there are placement disruptions



or changes for children in STRTPs, and when a child in an STRTP is considered for a lower level of care.

- Review Cases in which a youth has been in STRTP or other residential setting longer than six months and at a minimum, every six months, thereafter.
- Provide any follow up to ensure the child/youth receives adequate and timely services as assessed by the Qualified Individual and the IPC, including supporting any necessary linkages to services pending the “placement” into an STRTP or other higher-level therapeutic setting.
- Agree to be responsive with support, resources, and strategies as solutions to placement for youth with intensive needs are explored.
- In conjunction with the CFT and the provider, approve aftercare services in support of a child’s timely return to a home-based placement setting.

The case worker for the placement agency with legal jurisdiction shall coordinate with the Facilitator and Alta California Regional Center for children who are eligible for Regional Center services to include the Regional Center in the IPC meetings, service planning, and placement planning, as appropriate.

(See Attachment 2 for a matrix of System Partner Responsibilities)

Decisions/Recommendations by the IPC shall become the recommendations of the responsible department, division or unit of the agency partner which referred the youth. Any involved staff member associated with the youth’s care who disagrees with the IPC recommended action may raise an objection to the recommended action or may advocate for a different action using the Appeal process as outlined herein.

IPC Case Specific Appeals:

Appeals of youth/family or case specific IPC recommendations/decisions shall be made via the following; immediately following the IPC meeting or, if not possible, within two working days.

- The staff member wishing to appeal the IPC recommendation(s) shall notify their respective manager/IPC representative. Staff shall complete a brief memo describing what the desired action was, the reason(s) for it, and shall attach the IPC minutes to the appeal memo. The manager/IPC representative shall add additional remarks reflecting the factors that the IPC considered when making its recommendation(s).
- The IPC representative shall forward the appeal to the Probation Chief, the Child Welfare Director and the ILT Chair within 24 hours.
- If an appeal is made and cannot be resolved between the senior staff as outlined above, the ILT shall review the appeal and invite stakeholders to present information, as necessary. The ILT shall hear the appeal. The decision of the appeal panel shall be made by majority vote. The decision of the appeal panel shall be final. It is expected that all staff shall accept and follow the decision of the appeal panel as their recommendation to the court.

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

CSOC partners follow their own distinct process and tools to determine eligibility for their agency’s services. System partner leadership teams shall:

1. Become knowledgeable of the screening, assessment, and entry to care procedures of other agencies serving children and youth.
2. Assure that each of these screening systems coordinate with each other, share client information cooperatively to help facilitate assessment and entry to care, or to expedite eligibility into the system to minimize or prevent duplicative evaluations, interviews, or assessments.
3. Agree to ensure that necessary and legal timelines for services are being met. This shall include being proactive in preventing delays in the determination of client eligibility, which shall increase resources for services and placement options on a timely basis.
4. Support policy for coordinated service planning among CSOC partners that shall consistently meet applicable laws and address the individual needs of each child or youth and their family, such as ensuring the participation and inclusion of child or youth and family. Efforts shall be made to reduce the number of meetings for the child/youth and family to assist in service planning (i.e., CFT, IPP, IEP) and the CSOC partners agree to conduct joint meetings whenever feasible.
5. Share family, relative and non-related extended family member (NREFM) information with appropriate releases to support familial connections and potential placements for the child or youth.
6. The Child and Adolescent Needs and Strengths (CANS) tool shall be utilized as part of the CFT to assist in determining services and/or placement of children/youth in the lowest level of care.
7. Behavioral Health partners with community-based organizations to provide CFTs for children receiving Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) for children who are not directly being served by Behavioral Health.
8. In addition to CANS, CSOC partners shall continue to use utilize assessment tools deemed appropriate and beneficial to their agency.
9. Additional screening and assessment processes utilized to serve children and families may include:
  - a. The Special Multi-Agency Resource Team (SMART) convenes weekly to address the needs of families in crisis within Nevada County. By working collaboratively with parents and schools to identify strengths and concerns, the Team consisting of Behavioral Health, Public Health, Probation, Child Welfare, Education and service providers effectively and efficiently links families to appropriate, local services and removes any barriers to such services. The goal of SMART is to keep children safe, healthy, in-home, at-school, and out-of-trouble.
  - b. The School Attendance Review Board (SARB) is composed of representatives from various youth-serving agencies, to help truant or recalcitrant students and their parents/guardians solve school attendance and behavior problems using available school and community resources. The Nevada County SARB is convened by the county superintendent.

- c. The school site Student Study Team (SST) meets in all districts regarding children for whom there are concerns. The team addresses the implementation and level of success of the general education classroom program modifications and available general education resources and programs. Assessment for possible special education services is initiated when the SST determines that all possible modifications have been exhausted or the modifications available are not appropriate.
- d. The Individual Education Plan (IEP) meeting is utilized to determine a student's eligibility for special education services under IDEA. If a student is found eligible, an IEP document and plan is developed. The written IEP includes measurable goals and objectives, modifications, and accommodations, individualized related services, and behavioral plans, where necessary.
- e. The MAYSI-2 is a brief behavioral health screening tool designed especially for juvenile justice programs and facilities. It identifies youths 12 through 17 years old who may have important, pressing behavioral health needs. Its primary use is in juvenile probation, diversion programs, and intake in juvenile detention or corrections.
- f. The Juvenile Assessment and Intervention System (JAIS) is a juvenile risks/needs assessment and intervention planning system which provides information on what is causing the youth's delinquent behaviors and identifies best case planning strategies to address those factors.
- g. The Intake process for Regional Center is conducted by an Intake Coordinator who assists families with children suspected of having a developmental disability. The Intake Coordinator conducts an in-depth interview and the information is used to determine the applicant's eligibility. The eligibility determination is accomplished through a Multi-Disciplinary Team that consists of a physician, psychologist, and social worker.
- i. Intake Coordinators are specifically trained to provide applicants with information, assist with diagnosis, provide crisis intervention and develop a psychosocial assessment of the applicant's unique history and situation.
- h. Individual program planning (IPP) assists persons with developmental disabilities and their families to build their capacities and capabilities. This planning effort is not a single event or meeting, but a series of discussions or interactions among a team of people including the person with a developmental disability, their family, regional center representative, and others.
- i. The Maternal Child and Adolescent Health Coordinator reviews referrals from community partners to determine eligibility for Public Health home visiting programs or referral to the Foothill Truckee Healthy Babies home visiting program.
- j. The Ages & Stages Questionnaire® (ASQ®) provides reliable, accurate developmental and social-emotional screening for children between birth and age 6. It is a developmental screening tool that pinpoints developmental progress in children and is utilized by Public Health.

#### **D. ALIGNMENT AND COORDINATION OF SERVICE**

CSOC partners shall commit to the alignment and coordination of services to be guided by Integrated Core Practice Model (ICPM) to be carried out by the various CSOC processes. CSOC partners shall follow these principles of alignment and coordination services:

1. Identify the specific needs and strengths of the child/youth and their family;
2. Identify services and community supports that the child/youth and their family require to address the challenges they face as a result of their needs;
3. Identify which partner agency, or agencies, can provide these services and community supports to address the needs of the child/youth and their family;
4. Develop a care plan that considers the child/youth and family's voice and choice and provides them with realistic supports to address their needs in a timely and appropriate manner.

The ILT shall convene regularly to review policies and procedures, practices, and evaluate their effectiveness to increase alignment for the benefit of the children, youth, and families served.

Federal law (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 school of origin after a change in placement.

To comply with ESSA and improve school stability for students in foster care, agency partners agree to develop joint policies/procedures to ensure that: (1) districts and schools receive notice within one day of any decision by the child welfare agency to change a student's placement (and whenever feasible, before the placement change occurs); (2) agency partners work with the student's education rights holder to promptly make the best-interests determination; (3) students have transportation to their school of origin while the best-interests determination is pending, and pending resolution of any dispute regarding school-of-origin rights; and (4) if it is determined to be in the student's best interest to remain in their school of origin, transportation is provided by the child welfare agency (e.g. through caregiver reimbursement or public bus passes), by the school district (e.g. by using or modifying an existing bus route); or jointly (e.g. by sharing the costs of transportation). See Attachment 3.

#### **E. CHILD AND FAMILY TEAMING AND UNIFIED SERVICE PLANNING**

CSOC partners provide a unified teaming process for all youth. To maximize planning and family engagement, a Child and Family Team (CFT) process that includes children/youth and their family is used.

1. The CFT meetings shall be coordinated via the placement agency case worker and conducted within 60 days of the child coming into care, to discuss placement changes, and at least every six months or as needed thereafter until exit from care.
2. Potential Attendees of CFT: Child/Youth, Family, Family-identified Natural Supports, CFT Facilitator, Social Worker, Probation Officer, Mental Health Clinician, Foster Youth Services, Alta California Regional Center staff, Foster Family Agency (FFA) worker (if appropriate), Resource Family (if appropriate), STRTP staff (if appropriate), Court

Appointed Special Advocates (CASA) (if appropriate), Tribal partners, and the Parent Partner.

3. CFT attendees shall participate in the CFT meetings to maximize planning, resources, and child/youth and family engagement.
4. The placement agency with legal jurisdiction shall convene, arrange facilitation, and document the CFT meetings.
5. When there is a child/youth with a developmental disability, Alta California Regional Center shall participate with the CFT meeting process in conjunction with the placement agency with legal jurisdiction.
6. CFT Attendees agree to participate in accordance with state mandate, the intent of AB 2083, and within the framework of the Integrated Core Practice Model (ICPM).
7. Cross-system planning and team coordination shall be utilized to assure a one team process with collaboration and communication in the best interests of the child or youth and their family.

Of particular interest to CSOC partners is the coordination of mental health care and educational services for youth in the foster care system. Accordingly, CSOC partners agree to coordinate regarding the following:

- Ensuring participation of an individual from the local educational agency (LEA) who is knowledgeable about the child and able to provide feedback on significant relationships that the child may have formed and how changing schools would impact his or her academic, social, or emotional well-being such as a teacher, counselor, coach, or other meaningful person in the child's life.
- Facilitating the prompt transfer of educational records for students in foster care who enter or exit a school within or between LEAs.
- Facilitating immediate enrollment for students in foster care who enter a school within a LEA.
- Immediately requesting education records from the school of origin for students in foster care who enter a school within a LEA.
- Ensuring that students in foster care are promptly enrolled in a LEA's free lunch program.
- Ensuring that the school and LEA waive all school fees for students in out-of-home placement, including but not limited to: any general fees, fees for books, fees for lab work, fees for participation in in-school or extracurricular activities, and fees for before-school or after-school programs.
- Facilitating data sharing with Human Services consistent with FERPA, the IDEA, and other privacy laws and policies.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any LEA policies or practices necessary to implement these procedures.
- For foster youth placed out of county with a resource family, the mental health services shall be typically Presumptively Transferred so the youth can get mental health care closer to their residence.
  - The waiver in this instance would be if a youth is already receiving mental health services with a Nevada County clinician and is close enough to continue care.

- For foster youth placed in an out of County STRTP, it is preferred that the Presumptive Transfer is waived so that Behavioral Health can continue to closely monitor and support their treatment.
  - This waiver only occurs when a youth is placed with a provider with whom Nevada County contracts.
  - If the only placement alternative is with a provider with whom Nevada County does not have a contract, that youth is Presumptively Transferred.

## **F. IMPLEMENTATION OF INTEGRATED CORE PRACTICE MODEL**

This MOU includes a mutual commitment to and use of the ***California Integrated Core Practice Model (ICPM) for Children, Youth and Families***. Partner agencies agree to mutually use the principles, values, and practice behaviors in their interactions with youth and family, with one another, with contractors and county partners.

The California Integrated Core Practice Model (ICPM) for Children, Youth, and Families can be found here (<https://cdss.ca.gov/inforesources/the-integrated-core-practice-model>). This resource, created in collaboration between the Department of Health Care Services and the Department of Social Services, is intended to provide practical guidance and direction to support county child welfare, juvenile probation, behavioral health agencies, regional centers, and community partners to improve delivery of timely, effective, and integrated services to children, youth, and families.

The ICPM articulates the shared values, core components, and standards of practice reflecting current research that demonstrates how collaborative and integrated family services work best in meeting the complex needs of children, youth, non-minor dependent's and families involved with state and county agencies.

Social Services shall be the lead agency for the ICPM and shall provide:

- Annual training for the ILT, EAC, social workers, therapists, probation officers, Regional Center workers, Local Education Agency staff, SELPA staff, and affiliated service providers through the Northern Training Academy on topics related to ICPM, including but not limit to:
  - An overview,
  - Purpose of ICPM,
  - Roles and responsibilities of various team members, and
  - Best practices.
- Technical Assistance upon request.

## **G. RECRUITMENT AND MANAGEMENT OF RESOURCE FAMILIES**

Agency partners practice collaborative, uniform, and consistent efforts to recruit, train and support professional Resource Family caregivers to foster safe, permanent, and healthy out-of-home placement when necessary. The successful use of Intensive Service Foster Care (ISFC), Therapeutic Foster Care (TFC) are highly dependent on the caregivers having needed supports, and for the delivery of needed mental health interventions for the foster youth. While Child Protective Services and Probation agencies have legal obligations and responsibilities to ensure foster care capacity is present, Behavioral Health has a significant role and commitment to ensure that capacity for SMHS, including TFC is present.

To that end, agency partners agree to share necessary information and processes required to support recruitment and retention efforts including, but not limited to:

- Joint review of STRTP and FFA Program Statements and applications through the EAC.
- Joint drafting and execution of contracts with providers for the provision of TFC.
- Consideration of contractual agreements or resources available through the Regional Centers for children who are developmentally disabled, through actively engaging Regional Center partner in the IPC and CFT processes.

## **H. INFORMATION, DATA SHARING, AND CONFIDENTIALITY**

AB 2083 specifically provides that:

- Members of the ILT Team may disclose and exchange information or a writing with one another 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 and youth in foster care or to improve provision of those services or those placements.
- Members of the ILT who receive disclosed or exchanged information or a writing shall destroy or return that information or writing once the purposes for which it was disclosed or exchanged are satisfied. Any information or writing disclosed or exchanged shall be confidential and shall not be open to public inspection, unless the information or writing is aggregated and de-identified in a manner that prevents the identification of an individual who is a subject of that information or writing. Any discussion concerning the disclosed or exchanged information or writing during a team meeting shall be confidential and shall not be open to public inspection.
- Members of an IPC, child abuse multidisciplinary personnel team, or CFT that is convened for the purpose of implementing the provisions of this MOU developed pursuant to this subdivision shall comply with applicable statutory confidentiality provisions for that committee or team. Members of teams convened for purposes of implementing this MOU shall comply with applicable records retention policies for their respective agencies or programs.

CSOC partners agree, to the fullest extent allowed by law, to share necessary and relevant client specific information to conduct treatment, coordinate care and assure the highest quality care is available to youth and caregivers. This includes a single, uniform Release of Information (ROI) form utilized by CSOC partners.

CSOC partners acknowledge that the child welfare agency is authorized to disclose information to the Medicaid (Medi-Cal) agency for purposes directly related to the administration of either program. (42 United States Code (U.S.C.) § 671(a)(8)(A). Medi-Cal funded providers are likewise authorized to disclose information to the child welfare agency for purposes directly related to the administration of the Medi-Cal program. "Directly related" includes determining the amount of medical assistance and providing services for recipients. (42 U.S.C. § 1396(a)(7); 42 C.F.R. § 421.302 (2009).

A separate policy and procedure shall be put in place that articulates to the fullest extent allowed by state and federal law the necessity to share information between CSOC partners in order to conduct treatment, coordinate care, and assure the highest quality of services available to the children, youth, and caregivers.

- The policy and procedure shall be shared with all CSOC partners.
- Training on information sharing shall be coordinated through the EAC and provided to CSOC partners staff every six months.

## **I. STAFF RECRUITMENT, TRAINING, AND COACHING**

CSOC partners acknowledge the value of having highly trained and competent staff teams. In order to assure that social workers, probation officers, therapists, doctors, clinicians, Education worker, Regional Center workers, support staff and administrative personnel are fully prepared to deliver the seamless and integrated services as outlined in this agreement, partners agree to coordinate the recruitment, training and coaching of staff. Additionally, in order to align an integrated and whole approach to care, and as a commitment to sustaining CSOC workforce cross-training and technical assistance, the ILT, through its EAC, shall develop an interagency a training and technical assistance plan that shall chart the direction of change across systems, programs, and practice levels based on common values and goals. The training and technical assistance plan may include, but is not limited to:

- Developing and implementing multi-agency training curriculums.
- Streamlining and creating continuity in trainings across agencies.
- Cross-training agencies and staff.
- Developing strategies for how to actionize knowledge gained from trainings and integrate it into practice and policy.
- Evaluating the effectiveness of trainings on implementing and improving the CSOC.

In addition to these, trainings at the system (leadership), program (supervisory), practice (line staff), and administrative levels shall be developed and implemented to create a common language for change. Training shall be delivered to cohorts representing a diverse cross section of family, practice, program and system levels. Strategies shall be developed and employed to create new cross-system practices and teamwork across the system, improve the quality of care, achieve positive outcomes and cost effectiveness, create empathy and understanding across the CSOC workforce, and support lasting system and culture change. The ILT and EAC shall work to assure that the developing partnership supports meaningful training to each department's affected staff. CSOC member training funds shall be used in the most flexible manner possible to facilitate this endeavor.

The ILT members agree to share feedback on key managers and supervisors within the system partnership for the purposes of Performance Evaluation, supervision, and hiring. The ILT members may be included in the development of minimum qualifications or sit on hiring panels for key positions, as appropriate.

## **J. FINANCIAL RESOURCES/MANAGEMENT**

Notwithstanding the generally categorical nature of each System Partner's revenues, partners shall inform the ILT Members about available funding, State and Federal revenues including on-going funding, one-time funding opportunities, revenue enhancements and Request for Proposals (RFP), and grant opportunities for programs and services for children, youth and families.

Funding may consist of federal, state, local, or private resources within the discretion of the Systems Partners, and shall be sought or applied for, planned, monitored and distributed according to joint decisions of the ILT. Funding decisions subject to approval by the governing body of each partner agency shall be brought to those governing bodies with a



recommendation to approve the joint decision of this ILT.

**K. DISPUTE RESOLUTION MECHANISM:**

While ILT member agencies and leaders shall utilize a shared decision-making process for all programs and services identified by the system partners, challenges and disagreements shall be present, sometimes based in conflicting policy, guidance, or in differing opinions as to what services are needed in a particular case. CSOC partners shall attempt in good faith to resolve any dispute or disagreement arising out of this MOU.

For other types of disputes, typically associated with policy, direction, sharing of resources, strategy or related cross agency issues, Directors, Chiefs and Department Heads shall seek to settle relevant disputes by focusing on the shared vision, values and practices of this MOU 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.

**MUTUAL HOLD HARMLESS PROVISION:**

Each of the governmental entities signing this MOU ("Signatories") agree that each shall be responsible for its own acts and omissions, be responsible for the acts, omissions and negligence of its employees, officers, officials, and volunteers ("Employees"). 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"). Each Signatory agrees to defend, indemnify, and hold harmless the other Signatory's and their Employees shall respond to any such Claim made against the indemnifying party ("Right of Indemnity").

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

This Memorandum was approved and signed this August 24, 2021

**Nevada County Public Health Department**

<u>Jill Blake</u>	<u>Director</u>	<u><i>Jill Blake</i></u>	<u>Sep 30, 2021</u>
Name	Title	Signature	Date

**Nevada County Behavioral Health**

<u>Phebe Bell</u>	<u>Director</u>	<u><i>Phebe Bell</i></u>	<u>Sep 30, 2021</u>
Name	Title	Signature	Date

**Nevada County Social Services**

<u>Rachel Peña Roos, LCSW</u>	<u>Director</u>	<u><i>Rachel Peña Roos, LCSW</i></u>	<u>Oct 1, 2021</u>
Name	Title	Signature	Date

**Nevada County Probation Department**

<u>Jeff Goldman</u>	<u>Chief Probation Officer</u>	<u><i>Jeff Goldman</i></u>	<u>Oct 25, 2021</u>
Name	Title	Signature	Date

**Nevada County Health and Human Services Agency**

<u>Ryan Gruver</u>	<u>HHSA Director</u>	<u><i>Ryan Gruver</i></u>	<u>Nov 4, 2021</u>
Name	Title	Signature	Date

**Nevada County Superintendent of Schools**

Scott W. Lay

Name

Superintendent

Title

*Scott W. Lay*  
Scott W. Lay (Aug 16, 2021 13:08 PDT)

Signature

Aug 16, 2021

Date

**Alta California Regional Center**

Lori Banales

Name

Executive Director

Title

*Lori Banales*  
Lori Banales (Sep 20, 2021 11:21 PDT)

Signature

Sep 20, 2021

Date

**Nevada County Interagency Placement Committee (IPC)  
Short-Term Residential Therapeutic Programs (STRTP)  
Eligibility Screening Form**

In addition to the criminogenic and family needs as well as youth and family strengths discussed in department staffing the following information is recommended for the IPC.

1. What is the youth's name and age?
2. What type of placement are you considering (STRTP, GH RCL 13/14 granted an extension, or \*RFA)?
3. What factors led to the consideration of out-of-home placement?
4. Has the youth been assessed prior to the IPC Meeting? If so, need to discuss which condition the youth meets (see below).
  - a. Criteria A- The child meets medical necessity criteria for Medi-Cal Specialty Mental Health Services, which is determined by a licensed mental health professional.
  - b. Criteria B- The child is assessed as seriously emotionally disturbed (SED) as defined by WIC section 5600.3, or has been assessed as SED through an Individualized Education Plan (IEP).
  - c. Criteria C- The child is assessed as requiring the level of services provided by the STRTP in order to meet his or her behavioral or therapeutic needs.
    - i. Note: This criterion may be met by utilizing a current assessment tool completed by the county placing agency. The IPC shall review the assessment and recommendation of the county placing agency pursuant to WIC section 706.6(b) for probation departments or WIC section 16501.1(d)(2) for child welfare agencies.
5. Is there an active mental health diagnosis? If so, what is the diagnosis?
6. What mental health services and programming are being offered to the youth now? If none, what types of services and programming are needed (if applicable)?
 

*\*IPC is not required for RFA placement; however, it could be beneficial if trying to establish support for the youth and family through the county Mental Health Plan (MHP).*
7. What type of medication is prescribed to the youth (if applicable)?
  - a. Is the youth currently taking the medication?
  - b. If not, what is the reason for the youth not taking it and has any alternatives been considered?
8. Does the identified placement provider bill for specialty mental health services (all STRTPs and GHs RCL 13/14 granted an extension)?
9. What STRTP(s) would you like to place if space is available? (Where are we planning to send referral packets)?
10. **\*\***Is a presumptive transfer waiver being considered for this placement? Has there been a waiver requested?

*\*\*Waiving presumptive transfer for STRTPs is referenced in ACL 19-94. Due to the intent of STRTP placements being short-term, it is often appropriate and in the best interest of the foster youth for the placing agency to waive presumptive transfer if placement is expected less*

<b>Task</b>	<b>Child Welfare Authority</b>	<b>Probation Department</b>	<b>Behavioral/Mental Health Dept.</b>	<b>Education Authority</b>	<b>Parents, Providers, Tribal Partners</b>
Membership/Attendance	Manager attends as a standing member	Manager attends as a standing member	Manager attends as a standing member	Manager attends as a standing member	Attends as applicable per individual child/youth needs
Wraparound Placement	Placing Agency	Placing Agency	Authorizes SMHS	Placing Agency	Parent/Caregiver must accept placement support
ISFC Approval	Placing Agency	Placing Agency	Authorizes SMHS	Informs applicable LEA if student transfers districts	Parent/Caregiver must accept placement support
RCL 13/14 Certification	Placing Agency	Placing Agency	MHP Licensed Clinician Signs Certification Authorizes SMHS	Placing Agency Informs applicable LEA if student transfers districts	Attends as applicable per individual child/youth needs
Out of State Placement Approval	Placing Agency	Placing Agency		Education placement does not require IPC approval	Attends as applicable per individual child/youth needs
STRTP Placement Approval	Placing Agency	Placing Agency	MHP Licensed Clinician signs approval Authorizes SMHS	Placing Agency Informs applicable LEA if student transfers districts	Attends as applicable per individual child/youth needs
WIC 241.1(a)—Dual Jurisdiction recommendation to Court	May request recommendation	May request recommendation			Attends as applicable per individual child/youth needs
Case review and services authorization and/or recommendations for: Children/families with multiple needs, with no clear remedy Jurisdiction—when service need exceeds one agency capacity	May request review	May request review	May request review Authorizes SMHS	May request review	Attends as applicable per individual child/youth needs



**SCOTT W. LAY, SUPERINTENDENT**

380 Crown Point Circle  
Grass Valley, CA 95945  
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Nevada County Superintendent of Schools

Education for Children in Foster Care School of Origin Transportation Policy

Nevada County Superintendent of Schools Foster Youth Services Coordinating Program shall collaborate with the Child Welfare or Probation placement agency and the student's District Foster Youth Liaison to determine how transportation shall be promptly provided, arranged, and funded in a cost-effective manner to enable foster youth to remain in their school of origin, for the duration of their time in foster care, when it is in their best interest to do so. Such transportation costs may be paid by either the child welfare agency or the district, or shared by both. (20 USC 6312).

Transportation and transportation assistance may include, but shall not be limited to the following options:

- a. Reimbursement to the foster family or group home from the placing agency as specified in the child's agency agreement.
- b. Transportation plans through other laws or entitlements, such as an Individualized Education Program (IEP) pursuant to the IDEA, or Section 504 of the Rehabilitation Act of 1973.
- c. Public Transportation passes for students as age appropriate, or to students and their caregiver should student supervision be required.

Definitions:

Foster youth means a child who has been removed from his/her home pursuant to Welfare and Institutions Code 309, is the subject of a petition filed under Welfare and Institutions Code 300 or 602, or has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602 or is a nonminor who is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01. (Education Code 42238.01, 48853.5)

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726.

School of origin means the school that the foster youth attended when permanently housed or the school in which he/she was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is another school that the foster youth attended within the preceding 15 months and with which the youth is connected, the district liaison for foster youth shall determine which school is the school of origin. This determination shall be made in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, and shall be based on the best interests of the foster youth. (Education Code 48853.5)

Best interest means that, in making educational and school placement decisions for a foster youth,

consideration is given to, among other factors, the proximity to the school at the time of placement, appropriateness of the educational setting, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 20 USC 6311)

The Superintendent designates the following position as the liaison for foster youth: (Education Code 48853.5)

Melissa Balderston, FYSCP Coordinator  
(position or title)  
380 Crown Point Circle, Grass Valley, CA. 95945  
(address)  
(530) 478-6400 x. 2020  
(phone number)  
mbalderston@nevco.org  
(email)

**Interagency Services to Children, Youth, and Families Identification of Applicable Programs**

**NEVADA COUNTY SUPERINTENDENT OF SCHOOLS:**

- Foster Youth Services
- School Attendance Review Board (SARB)
- Youth Suicide Intervention/Prevention Training and Protocols
- School Based Prevention/Early Intervention Programs
- Positive Behavior Intervention and Support Training and Support
- Multi-Tier Systems development for school and community wellness
- Independent Living Program (ILP)
- Transitional Housing Placement and Support Programs (THP-Plus)

**PROBATION:**

- Juvenile Diversion Services
- Intensive Services Caseload (ISC)
- Juvenile Drug Court, School and Probation Officers
- Juvenile Detention Facility
- Mental Health Services
- Probation Family Preservation
- Juvenile Justice and Crime Prevention Programs
- Functional Family Therapy
- Placement Services

**HEALTH AND HUMAN SERVICES:**

- Child Welfare Services: Emergency Response, Information & Referral
- Child Welfare Services: Foster Care, Adoptions, and Guardianship
- Children's Mental Health Services - Assessment, Triage and Medication management, Outpatient, Inpatient, Therapeutic Behavioral Services
- Resource Family Approval (RFA)
- RFA Recruitment and Training
- Substance Abuse Prevention
- Perinatal Substance Abuse Programs
- CHOP Health Education Passports
- Wraparound Services
- Children's Trust Fund
- Kinship Support Services
- Adoption Assistance Program
- Substance Abuse Prevention and Treatment Services
- Supervised Visitation, Transportation and Respite Services



**Scope of Interagency Policy Development, Coordination and Monitoring of Programs**

**NEVADA COUNTY SUPERINTENDENT OF SCHOOLS:**

- Juvenile Court Schools and County Community Schools
- COE Prevention Services
- COE/CalWORKs Children's Services
- District School Based - School Linked Services

**PROBATION:**

- Out-of-Home Delinquency Placement Function

**HEALTH AND HUMAN SERVICES:**

- Substance Abuse Prevention Programs
- Multi-Disciplinary Interview Center (MDIC) (District Attorney)
- Mental Health Services Act
- Special Multi-Agency Resource Team (SMART)

**COURT PROGRAMS:**

- Juvenile Court Programs
- Court Improvements
- Mediation Programs

**OTHERS:**

- Court Appointed Child Advocates
- Child Abuse Prevention Councils

**ILT Team Other Connections; Providing Guidance, Advice and Input Only**

- Various School Based School Linked Service Programs
- School Resource Officers
- Family Resource Centers
- Family Law Mediation and STEP Programs
- Child Abuse Prevention Council Stakeholders Process
- First Five Commission/Projects
- Youth Commission