

M14-005

MEMORANDUM OF UNDERSTANDING

between

**Department of Behavioral Health
and**

**Department of Public Health
and**

**Children and Family Services
and**

**Children's Network
and**

**District Attorney's Office
and**

**Probation Department
and**

**Public Defender
and**

**San Bernardino County Superintendent of Schools
and**

**Sheriff Department
and**

Superior Court of California – Juvenile Court Division

for

Coalition Against Sexual Exploitation (CASE) Program

July 1, 2014 – June 30, 2017

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

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

WHEREAS, DBH, DPH, CFS, Children’s Network, DA, Probation, Public Defender, SBCSS, Sheriff Department, and the Juvenile Court desire a collaborative partnership for the purpose of strengthening clinical services for sexually exploited children/youth through creative strategies, existing trauma care best practices, clinical expertise, and ongoing outcome measures; and

WHEREAS, DBH Office of Prevention and Early Intervention (PEI) has been allocated funds by the State Department of Health Care Services (DHCS), through the Mental Health Services Act (MHSA), to support this collaborative approach to better serve the needs of the unique and inappropriately served population of sexually exploited children/youth and/or those at risk of sexual exploitation; and

WHEREAS, DBH finds the members of the existing Coalition Against Sexual Exploitation (CASE) Steering Committee, named as Parties to this agreement, qualified to maintain and strengthen the existing collaborative model to implement outreach, education, prevention and intervention activities intended to impact the target population; and

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

NOW THEREFORE, DBH, DPH, CFS, Children’s Network, DA, Probation, Public Defender, SBCSS, Sheriff Department and Juvenile Court mutually agree to the following terms and conditions:

TABLE OF CONTENTS

I. PURPOSE.....4

II. DEFINITIONS4

III. STEERING COMMITTEE RESPONSIBILITIES/MUTUAL RESPONSIBILITIES..... 8

IV. MOU PARTIES' GENERAL RESPONSIBILITIES9

V. DBH/FUNDER RESPONSIBILITIES.....10

VI. CFS RESPONSIBILITIES11

VII. CHILDREN'S NETWORK RESPONSIBILTIES11

VIII. PROBATION RESPONSIBILITIES.....13

IX. PUBLIC DEFENDER RESPONSIBILITIES..... 14

X. FISCAL PROVISIONS.....15

XI. RIGHT TO MONITOR AND AUDIT 16

XII. TERM..... 17

XIII. EARLY TERMINATION..... 17

XIV. GENERAL PROVISIONS 18

XV. CONCLUSION..... 19

ATTACHMENT A – CASE BUDGETS: FY 2014/15, FY 2015/16, FY 2016/17

ATTACHMENT B – ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

I. PURPOSE

This Memorandum of Understanding (MOU) serves to identify areas of agreement and responsibility for members of the Coalition Against Sexual Exploitation (CASE) Steering Committee and the respective public agencies named herein, with regards to provisions of collaboration, staffing, outreach, education, prevention and intervention activities being partially funded through MHSA PEI funds. Further, this agreement represents the collective interests of all named Parties to maintain and strengthen a culturally appropriate collaborative model of prevention and early intervention services for diverse children (ages 0-15) and transition age youth (TAY – ages 16-25), to reduce the number of those who are commercially sexually exploited or at risk of commercial sexual exploitation.

The provision of CASE services, collaborations, and responsibilities provided through this MOU are a part of the Mental Health Services Act (MHSA) Integrated Plan which is approved by the County of San Bernardino Board of Supervisors.

The model and practices performed under this agreement will: enhance creative strategies; integrate existing trauma care best practices with clinical expertise; utilize ongoing outcome measures to strengthen clinical practices; continue planning and implementation of appropriate services; and contribute to the MHSA PEI goal of reducing prolonged suffering in children and TAY who are from underserved cultural populations, are individuals experiencing the onset of serious psychiatric illness, are trauma exposed and/or are at risk of experiencing juvenile justice involvement. Intended outcomes for the target population include: improved life satisfaction, decreased hopelessness/increased hope, decreased impairment in general areas of life functioning (e.g. health/self-care/housing, occupation/education, legal, money management, interpersonal/social).

II. DEFINITIONS

- A. **Child Adolescent Needs and Strengths (CANS) Assessment:** A multi-purpose tool developed to support decision making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes and services.
- B. **Children and Family Services (CFS):** A division of the County of San Bernardino Human Services Department that provides family-centered programs and services designed to ensure safe, permanent, nurturing families for the County's children while strengthening and attempting to preserve the family unit. CFS protects children from intentional physical or mental injury, sexual abuse, exploitation and/or neglect by a person responsible for a child's health or welfare in accordance with the California Welfare and Institutions Code 300. CFS strives towards goals of reducing risks to children, improving parenting skills and strengthening social support networks for families.
- C. **Children's Network:** The overall goal of Children's Network is to help "children at risk" by improving communication, planning, coordination, and cooperation, among youth-serving agencies; identifying gaps and overlaps in services; providing a forum

for clarifying perceptions and expectations among agencies, and between agencies and the community; setting priorities for interagency projects; and implementing collaborative programs, public and private, to better serve children and youth.

- D. **Coalition Against Sexual Exploitation (CASE) Steering Committee:** A collaborative group made up of various County agencies including: CFS, Children's Network, DA, DBH, Probation, Public Defender, Sheriff Department and Juvenile Court. CASE was originally developed by San Bernardino County elected officials and community members whose goal was to form a working group of elected officials, County departments, and community groups, to explore and address sexual exploitation of children.
- E. **Department of Behavioral Health (DBH):** A department of the County of San Bernardino that provides mental health, alcohol and drug, and prevention services under State law to County residents. In order to maintain a continuum of care, DBH operates or contracts for provision of prevention and early intervention, 24-hour care, day treatment, outpatient services, case management, crisis intervention and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to most County residents.
- F. **Department of Health Care Services (DHCS):** The California Department of Health Care Services provides oversight of statewide public mental health services through the Mental Health Services Division. Its responsibilities include: providing leadership for local county mental health departments; evaluation and monitoring of public mental health programs; administration of federal funds for mental health programs and services; care and treatment of people with mental illness; and oversight of Mental Health Services Act service implementation.
- G. **Department of Probation (Probation – Juvenile Division):** A department of the County of San Bernardino that protects the community through assessment, treatment and control of juvenile offenders, by providing a range of effective services based on legal requirements and recognized professional standards.
- H. **Department of Public Health:** The Department of Public Health works to prevent epidemics and the spread of disease, protect against environmental hazards, prevent injuries, promote and encourage healthy behaviors, respond to disasters and assist communities in recovery, and assure the quality and accessibility of health services throughout the county. To achieve this goal, the department places a high value on strong working alliances with local community groups representing the diverse populations who live in all areas of our large county.
- I. **District Attorney's Office (DA):** The District Attorney is responsible for the prosecution of criminal matters for adults and juveniles in San Bernardino County. Deputy District Attorneys are responsible for the review of criminal reports - submitted by police agencies, filing of criminal charges in court, jury trials, preliminary hearings, and any other matters relating to criminal prosecution. The District Attorney's Office

also advises the County Grand Jury and has a staff of investigators who conduct criminal investigations otherwise not handled by local law enforcement.

- J. **Inappropriately Served:** Individuals who may be receiving some support, but whose services do not provide the necessary opportunities to participate and/or move forward in pursuing wellness/recovery goals.
- K. **Institute of Medicine (IOM):** A nonprofit organization specifically created to provide science-based advice on matters of biomedical science, medicine, and health purpose. The IOM was chartered in 1970 as a component of the National Academy of Sciences. The Institute provides a vital service by working outside the framework of government to ensure scientifically informed analysis and independent guidance. The IOM's mission is to serve as adviser to the nation to improve health. The Institute provides unbiased, evidence-based, and authoritative information and advice concerning health and science policy to policy-makers, professionals, leaders in every sector of society, and the public at large.
- L. **IOM Framework:** The basic IOM framework calls for prevention interventions in a given community to occur in one of three categories: Universal, Selected, or Early Intervention. The IOM framework is based on a risk-benefit model that assesses risk factors and protective factors in a given population or community and makes service choices accordingly. The choice of category, and of initiative within the category, depends on an assessment that calculates the mix of interventions most likely to result in the greatest reduction of new cases of mental illness within that community.
 - 1. **Early Intervention:** Includes services, activities and special programs, directed toward individuals who are exhibiting early signs of a behavioral health condition and other problem behaviors associated with mental illness. The individual could be considered an undiagnosed person in need of diagnosis and a relatively low-intensity, short-duration (less than one year), intervention may be required to measurably improve the behavioral health problem or concern very early in its manifestation. Early intervention is for those experiencing their FIRST episode of mental health problems or concerns.
 - 2. **Selective:** Selective prevention interventions target individuals or a subgroup whose risk of developing a behavioral health condition is significantly higher than average based on the presence of established risk factors for the development of a behavioral health condition.
 - 3. **Universal:** Universal prevention interventions are targeted to the general public, an entire community, or to a whole population group that has not been identified on the basis of individual risk, such as all children in a school or an entire city.
- M. **(DBH) Juvenile Justice Program:** The Juvenile Justice Program is a DBH program that collaborates with Probation to establish a comprehensive and effective continuum

of adolescent behavioral health care to meet the needs of the juvenile population with mental illness, including sexually exploited children through the CASE Program. The DBH Juvenile Justice Program will oversee activities of the -CASE Program, including working with the Steering Committee to address programmatic issues.

- N. **Massachusetts Youth Screening Instrument (MAYSI-2):** A “triage” tool for decisions about the possible need for immediate intervention, at a time (e.g., within 24-48 hours after admission to secure facilities) when little other information about a youth is available.
- O. **Mental Health Services Act (MHSA):** Mental Health Services Act, also known as Proposition 63, imposes a 1% tax on adjusted annual income over \$1,000,000. In November 2004, California voters passed Proposition 63 to adopt the MHSA. According to the MHSA, the intent of the funding is to reduce the long term adverse impact on individuals, families, and State and local budgets resulting from untreated serious mental illness.
- P. **Multi-Disciplinary Team (MDT):** Experts representing a range of providers to offer collaborative services through a single source.
- Q. **Public Defender:** The San Bernardino County Public Defender protects the interests of criminal and civil commitment defendants by providing skilled legal counsel and passionate advocacy. The office enjoys a solid reputation for integrity, diligence and professionalism, and plays a key role in the County’s administration of justice.
- R. **Prevention and Early Intervention:** PEI programs are intended to implement strategies, at the early end of the continuum of behavioral health care, to deter the onset of mental health conditions and/or improve a mental health problem in the early stages of its development. Inherent in its intent, PEI services contribute to changing community conditions and risk factors that are proven to increase the likelihood of developing a mental health condition. The overall goals of PEI include: suicide reduction; reduction of incarcerations; reduction of school failure/dropout rates; reduction of unemployment among mental health consumers; reduction of prolonged suffering; reduction of homelessness among consumers; reduction of stigma and discrimination associated with mental illness; and reduce number of minors removed from their homes.
- S. **Risk Factors:** Risk factors include biological, psychological/behavioral, and social/environmental characteristics, such as a family history of substance use, depression or antisocial personality disorder, and/or residence in neighborhoods where substance use and violence are tolerated. Research indicates that the more risk factors a child or youth experiences, the more likely it is that she or he will experience behavioral health condition and related problems in adolescence or young adulthood. Researchers have also found that the more the risks in a child’s life can be reduced—for example, by effectively treating mental health disorders, improving parents’ family management skills, and stepping up enforcement of laws regarding

sales of illicit drugs to minors and drinking and driving—the less vulnerable that child will be to subsequent health and social problems.

- T. **San Bernardino County Superintendent of Schools:** The Office of the Superintendent is committed to working with school districts, other agencies, families and the community at large by providing services, information, advocacy and leadership – always with a focus on students. The SBCSS provides educational leadership to school districts in San Bernardino County; advocates locally, statewide and nationally for policies and resources that are in the best interest of students; and serves as a spokesperson for the educational needs of students throughout the county and statewide.
- U. **Sheriff Department:** The Sheriff Department is the primary law enforcement agency for San Bernardino County, including several contracted cities and divisions within the department. The department's vision is to be a high performance, inclusive department with high professional standards of integrity, ethics, and behavior – guided by the letter and spirit of the law, and the law enforcement code of ethics. Duties and responsibilities of the Sheriff elect are to preserve the peace; arrest and take to court all persons who attempt to commit or have committed a public offense; take charge of, and be the sole and exclusive authority over, the County jail and prisoners in it; serve all due processes and notices; and perform search and rescue operations.
- V. **Subcommittee:** A subdivision of the existing CASE Steering Committee established to work collaboratively and generate centralized ideas and suggestions for the CASE Steering Committee. Subcommittees cover areas including, but not limited to: training and education, intervention and law enforcement.
- W. **Superior Court of California – County of San Bernardino, Juvenile Court Division:** Juvenile Dependency Court handles matters involving minors under the age of 18 and non-minor dependents between the ages of 18 and 21, who have been victims of abuse or neglect by their parents or guardians. CFS investigates a complaint and decides whether or not the child is in immediate danger. If the child is removed from the home, CFS has 48 hours to file a petition with the Juvenile Court. The Presiding Judge of the Juvenile Court will participate as a non-voting chairman, facilitating the collaboration and assisting the Steering Committee's continued work towards achieving the goals of the CASE plan.
- X. **Unduplicated:** When reporting the number of unduplicated participants/clients for a given year, an individual client shall only be included once for the year – per IOM category of service, no matter how many times the individual client returns for assistance during the year.

III. STEERING COMMITTEE RESPONSIBILITIES/MUTUAL RESPONSIBILITIES

- A. Oversee the accomplishment of MHSA PEI goal of reducing prolonged suffering amongst the target population, and measuring outcomes, including utilization and

reporting of CANS pre and post assessments. Continuous evaluation of program outcomes and implementation of effective methods for measuring CASE services will be reviewed regularly.

- B. Build consensus and determine project objectives towards CASE Plan through a majority vote, when quorum is present.
- C. Maintain and strengthen a collaborative strategic plan consisting of outreach and education, and prevention and intervention initiatives.
- D. Oversee education, training and capacity building activities to County and contractor staff, and other stakeholders and/or relevant agencies. Additionally, all Parties agree that it is the responsibility of each department to ensure respective staff attends appropriate training(s).
- E. Meet on a monthly/quarterly basis to identify and discuss potential opportunities, current services, and accomplishments under this MOU. This will include efficacy evaluations of practices under the MOU and assessment of working relationships.
- F. Ensure all materials and services developed through the CASE Program are culturally and linguistically appropriate in addressing all diverse communities, including unserved, underserved and inappropriately served populations within San Bernardino County.
- G. Establish mutually satisfactory methods for the exchange of information that may be necessary in order for each Party to perform its duties and functions under this MOU. Additionally, all Parties will establish appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- H. Establish mutually satisfactory methods for problem resolution, at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through DBH and other named Parties' mutual chain of command, as deemed necessary.
- I. Develop procedures for resolving grievances, including specific steps a participant must follow, and the time limits for resolution.
- J. All Parties, as required by law, shall observe and adhere to all federal, state, and county requirements, and applicable law(s) concerning the confidentiality of client information.

IV. MOU PARTIES' GENERAL RESPONSIBILITIES

- A. Without DBH's and the Steering Committee's prior written consent, this MOU is not assignable by any Party, either in whole or in part.
- B. All Parties agree to:
 - 1. Maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within each respective department. DBH shall

have the right, upon reasonable notice and at reasonable hours of business, to examine and inspect such records and books, unrelated to juvenile court records.

2. Adhere to mutually developed grievance procedures with regard to client satisfaction. All Parties (excluding Juvenile Court) shall provide a system, approved by DBH, through which recipients of services will have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all clients.
3. Protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. Identifying information shall not be used or disclosed for any purpose other than carrying out the departments' obligations under this MOU, unless otherwise required by law. This provision will remain in force even after the termination of the MOU.
4. Obtain and complete required documents as well as maintain satisfactory performance as outlined herein for the period of this MOU.

V. DBH/FUNDER RESPONSIBILITIES

- A. DBH will provide financial support for required DBH, Children's Network and Public Defender staff, as specified in the attached budgets. DBH will also support CASE Steering Committee outreach efforts, education and/or training, and required services and supplies, as specified in the attached budgets.
- B. DBH will fund services and supplies directly relating to clinical interventions, social services, outreach, and education and training which are associated with the CASE Program, outlined in the respective budget. DBH will oversee the expensing and facilitation of attaining such services and supplies in accordance with County procurement policies.
- C. DBH will offer consultation regarding cultural competence standards and practices through the DBH Office of Cultural Competence and Ethnic Services.
- D. DBH will provide the CASE Steering Committee with terms and conditions of agreements with the California State DHCS and/or contract providers, as requested, when it impacts the outcome of care.
- E. DBH will provide all necessary and useful information regarding the target population, including but not limited to: information needed to support program staff; DHCS requirements, guidelines and regulations; and other information needed for CASE Steering Committee to execute duties under this MOU.
- F. DBH will assume responsibility for the administration of the CANS; however all applicable service agencies are responsible for ensuring pre and post CANS

assessments are conducted and reported to the CASE Program Coordinator on a monthly basis.

- G. DBH will manage all DBH staff that is directly associated with the CASE Program, ensuring all performed duties support the CASE Program and ensuring staff receive specialized CASE training that is developed/overseen by the CASE Steering Committee.
- H. Adhere to all applicable DBH cultural competency policies and procedures, including making educational and outreach materials available in English and Spanish.
- I. Decide upon, review and approve all published materials, ensuring the MHSA is named as the funding source for such publications. All publications shall be approved through DBH's Public Information Office.
- J. Oversee the established MDT; this includes improving practices and formalizing MDT referral and linkage protocols.

VI. CFS RESPONSIBILITIES

- A. CFS will provide and fund the following staff to support the CASE Program:
 - 1. **Social Service Practitioner (1.0 FTE):** Perform advanced professional social work, including: diagnosis, assessment, intervention and case management support to children and their families who have complex health, psychosocial, and/or economic problems. Work may also include investigating/supporting cases involving sexually exploited youth and young adults who have emotional, behavioral and mental health issues or other health conditions.
- B. CFS will manage all CFS staff that is directly associated with the CASE Program, ensuring all performed duties support the CASE Program and ensure staff receive specialized CASE training that is approved as funded by the CASE Steering Committee.
- C. CFS staff will ensure pre and post CANS assessments are conducted, participant data is collected (including age, ethnicity, and primary language) and type of service and number of varied services provided is tracked; all information must be submitted to the CASE Coordinator on a monthly basis.
- D. CFS staff will provide all necessary and useful information regarding the target population, including but not limited to: information needed to support program staff; DHCS requirements, guidelines and regulations; and other information needed for CASE Steering Committee to execute duties under this MOU.
- E. CFS staff will attend the weekly team meetings, representing CASE at community events, both during and after normal working hours, and participating in training and education efforts.

VII. CHILDREN'S NETWORK RESPONSIBILITIES

A. Children's Network will provide the following staff to support the CASE Program, to be funded by DBH:

1. **Associate Network Officer (.25 FTE):** Under general direction, organize and supervise the work of the CASE Program Coordinator. Performs other advanced professional duties as required.
2. **CASE Program Coordinator (1 FTE):** Provide support for all CASE staff members and oversee day-to-day operations of the -CASE Program. Duties will include, but are not limited to: acting as a liaison between Children's Network and DBH, other intergovernmental agencies, community based organizations, and outside agencies to coordinate program activities, trainings, education and outreach; attend CASE Steering Committee meetings, report program updates, and ensure recording/publication of minutes; ensure all program initiatives are in compliance with the MHSA PEI regulations; assist the CASE Steering Committee in an administrative capacity; participate in required PEI meetings to receive PEI program information, discuss program status/progress; attend PEI meetings, trainings and/or technical assistance meetings, as required and are made available; organize partnerships to carry-out CASE goals, including planning and scheduling community meetings; assist CASE Steering Committee in drafting partnership by-laws, policies and procedures; solicit partnerships to organize, plan and implement special events, outreach, and education related to public awareness of the CASE Program; participate in outreach events, promoting public awareness of the commercial sexual exploitation of children/youth; act as a public representative of the CASE Steering Committee regarding CASE matters; travel throughout the County and State as required; partner with DBH staff in the implementation of the CANS assessment, including collecting CANS reports for all CASE participants; collect demographic data (including age and ethnicity) and service type (including IOM category) for all CASE participants; maintain records and report to DBH on a monthly basis – this includes pre and post CANS reports, participant data (age, ethnicity and primary language), unduplicated participants served by IOM category and duplicated participants served by IOM category; work collaboratively, with DBH Juvenile Justice Program and Office of PEI, to address programmatic issues in a timely manner; address issues that may include applying changes to abide by current and/or or subsequent DHCS, MHSOAC guidelines and/or other related regulations; work collaboratively to conduct quarterly reviews and monitor programs, ensuring CASE Program goals are accomplished and outcomes are being measured; review and analyze activities to ensure program components and regulatory agreements meet eligibility requirements, are viable, and are sustainable; comply with usage of CANS; implement

procedures and forms necessary to administer and document program referral, participation, compliance and effectiveness, as necessary.

3. **Office Assistant III (.25 FTE):** Under varied levels of supervision, performs clerical work in support of a departmental unit or program. Office Assistant will also assist the CASE Coordinator with data entry and collection and attend PEI meetings, trainings and/or technical assistance meetings, as required and made available. Assignments may vary and will require knowledge of specific departmental procedures and practices of varying complexity and interpretation.
- B. Children's Network will manage all Children's Network staff that is directly associated with the CASE Program, ensuring all performed duties support the CASE Program and ensuring staff receive specialized CASE training that is developed/overseen by the CASE Steering Committee.
- C. Children's Network staff will also ensure pre and post CANS assessments are conducted, participant data is collected (including age, ethnicity and primary language) and type of service and number of varied services provided is tracked; all information must be submitted to the CASE Coordinator on a monthly basis.
- D. Children's Network staff will provide all necessary and useful information regarding the target population, including but not limited to: information needed to support program staff; DHCS requirements, guidelines and regulations; and other information needed for CASE Steering Committee to execute duties under this MOU.
- E. Children's Network staff will attend the weekly team meetings, representing CASE at community events, both during and after normal working hours, and participating in training and education efforts.

VIII. PROBATION RESPONSIBILITIES

- A. Probation will provide and fund the following staff to support the CASE Program:
 1. **Probation Officer II (1 FTE):** Performs juvenile intake investigations and makes recommendations of appropriate action to the court relative to juvenile cases; assists and supervises juvenile probationers in meeting the conditions and goals of probation; coordinates with DA in preparation of allegations and filing of petitions for juvenile court; investigates the circumstances of offense(s) and the social history of juvenile offenders; interviews offender(s), parents, relatives, collateral sources, witnesses, victims, and law enforcement officers to obtain pertinent information for cases; evaluates obtained information, considering the offender's strengths and weaknesses and potential for successful probation; writes court reports, to include prior record, personal history, collateral information, circumstances of mitigation on aggravation, evaluation and treatment plan, and appropriate case disposition.

- B. Probation will manage all Probation staff that is directly associated with the CASE Program, ensuring all performed duties support the CASE Program and ensuring staff receive approved specialized CASE training that is developed/overseen by the CASE Steering Committee.
- C. Probation will assist with pre and post CANS assessments including collecting participant data (including age, ethnicity and primary language) and type of service and number of varied services provided is tracked; all information must be submitted to the CASE Coordinator on a monthly basis.
- D. Probation staff will provide all necessary and useful information regarding the target population, including but not limited to: information needed to support program staff; DHCS requirements, guidelines and regulations; and other information needed for CASE Steering Committee to execute duties under this MOU.
- E. Probation staff will attend the weekly team meetings, representing CASE at community events, both during and after normal working hours with Department approval and participate in training and education efforts.
- F. Probation is responsible for the administration of the MAYSI-2.

IX. PUBLIC DEFENDER RESPONSIBILITIES

- A. Public Defender will provide the following staff to support the CASE Program, to be funded by DBH:
 - 1. **Social Service Practitioner (1.0 FTE):** Perform advanced professional social work, including: diagnosis, assessment, intervention and case management support to children and families who have complex health, psychosocial, and/or economic problems. Oversee and supervise the work of one or more MSW Interns assigned to the CASE Program. Work may also include investigating/supporting cases involving sexually exploited youth and young adults who have emotional, behavioral and mental health issues or other health conditions.
- B. Public Defender will manage all Public Defender staff that is directly associated with the CASE Program and ensure staff receive specialized CASE training that is developed/overseen by the CASE Steering Committee.
- C. Public Defender will also ensure pre and post CANS assessments are conducted, participant data is collected (including age, ethnicity and primary language) and type of service and number of varied services provided is tracked; all information must be submitted to the CASE Coordinator on a monthly basis.
- D. Public Defender staff will provide all necessary and useful information regarding the target population, including but not limited to: information needed to support program staff; DHCS requirements, guidelines and regulations; and other information needed for CASE Steering Committee to execute duties under this MOU.

- E. Public Defender staff will attend the weekly team meetings, representing CASE at community events, both during and after normal working hours, and participating in training and education efforts.
- F. Public Defender staff will ensure pre and post CANS assessments are conducted, participant data is collected (including age, ethnicity, and primary language) and type of service and number of varied services provided is tracked; all information must be submitted to the CASE Coordinator on a monthly basis.

X. FISCAL PROVISIONS

- A. The consideration to be paid to Children's Network and Public Defender, as described herein, shall be in full payment for staff salaries and benefit expenses incurred in the performance hereof. Services and supplies will relate to clinical interventions, social services, outreach, and/or education and training overseen by DBH and are subject to approval by the CASE Steering Committee. DBH will facilitate the reimbursement process of all expenses incurred under this MOU. The maximum amount of reimbursement is as follows:
 - 1. For fiscal year (FY) 2014/15, reimbursement shall not exceed three hundred eighty-three thousand, nine hundred forty-three dollars (\$383,943) for personnel expenses and thirty-eight thousand nine hundred and seventy-five dollars (\$38,975) for services and supplies.
 - 2. For FY 2015/16, reimbursement shall not exceed three hundred ninety-seven thousand, three hundred eighty-one dollars (\$397,381) for personnel expenses thirty-eight thousand nine hundred and seventy-five dollars (\$38,975) for services and supplies.
 - 3. For FY 2016/17, reimbursement shall not exceed four hundred eleven thousand, two hundred ninety dollars (\$411,290) for personnel expenses thirty-eight thousand nine hundred and seventy-five dollars (\$38,975) for services and supplies.
- B. Payment will be based on actual costs. Cost reimbursement will be based on the program budget(s) for the designated FY, unless changed and approved by DBH Fiscal and Program staff, as well as DBH's Director or designee.
- C. Children's Network and Public Defender will retain records of all items submitted for reimbursement.
- D. Compensation may be reduced or withheld in the event that Children's Network or Public Defender fails to comply with the provisions of this MOU, or does not perform in accordance with the terms of this MOU.
- E. Reimbursement shall occur on a monthly basis for approved expenses incurred and claimed by Children's Network and Public Defender. No later than ten (10) calendar days following the month of service, Children's Network and Public Defender shall

submit claims for payment for the reporting month, in a format acceptable to DBH. Monthly claims will be sent to:

Department of Behavioral Health
Attn: Juvenile Justice Program
780 East Gilbert
San Bernardino, CA 92415

- F. DBH Fiscal Services unit will obtain appropriate DBH program manager approval for payment. Once the appropriate approval(s) are received, the claim will be processed for payment. Payment shall be limited to the approved budget expenses.
- G. A payment shall be processed by DBH Fiscal Services no later than thirty (30) calendar days after receipt of an approved claim for payment (reimbursement) from CFS, Children's Network, Probation and Public Defender.
- H. Payments by DBH to Children's Network and Public Defender for expenditures will be made via interdepartmental fund transfers. Children's Network and Public Defender will include their accounting string on each claim. DBH Fiscal Services will provide Children's Network and Public Defender with a courtesy copy of each transfer.
- I. Costs for services under the terms of this MOU will be incurred during the MOU period except as approved in writing by the Director of DBH. Children's Network and Public Defender will not use current year funds to pay prior or future year obligations.
- J. Funds made available under this MOU shall not supplant any Federal, State or any governmental funds intended for services of the same nature as this MOU. Children's Network and Public Defender shall not claim reimbursement or payment for, or apply sums received from DBH, with respect to that portion of its obligations which have been paid by another source of revenue. Children's Network and Public Defender agrees that it will not use funds received pursuant to this MOU, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval from DBH.
- K. Upon written demonstration of need by Children's Network and Public Defender - and at the option of DBH - funds may be advanced to Children's Network and Public Defender by DBH upon approval in writing of DBH Director. Any such advance will cause the amounts payable to Children's Network and Public Defender in subsequent months to be reduced to the amount determined by dividing the balance left by the number of months remaining in the MOU term. No advance will increase the amount shown in Paragraph A of this Section.

XI. RIGHT TO MONITOR AND AUDIT

- A. The DBH staff or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other items pertinent to the PEI-CASE Program as requested, and shall

have absolute right to monitor the performance of all Parties funded under this MOU, in the delivery of services provided under this MOU. Full cooperation shall be given by all Parties in any auditing or monitoring conducted.

- B. All Parties shall cooperate with DBH in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- C. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by DBH Fiscal Services staff for DBH, Federal and State representatives - for a period of three years after final payment under the MOU or until all pending County, State and Federal audits are completed, whichever is later. Records belong to all Parties, which do not pertain to the services under this MOU, shall not be subject to review or audit unless otherwise provided in this MOU. Technical program data shall be retained locally and made available upon DBH's reasonable advance written notice or turned over to DBH.
- D. All Parties (excluding Juvenile Courts) shall provide all reasonable facilities and assistance for the safety and convenience of DBH's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of all Parties.
- E. If a post MOU audit finds that funds reimbursed to Children's Network and/or Public Defender under this Agreement were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services, the difference shall be reimbursed on demand by Children's Network and/or Public Defender to DBH using one of the following methods, which shall be at the election of DBH:
 - 1. Payment of total.
 - 2. Payment on a monthly schedule of reimbursement.

XII. TERM

This MOU is effective July 1, 2014 through June 30, 2017, but may be terminated earlier in accordance with provisions in Section XIV of this MOU. This MOU may be extended for one year periods upon written agreement of all Parties, unless terminated earlier according to provisions in Section XIII.

XIII. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by any Party. DBH's Director is authorized to exercise DBH's rights with respect to any termination of this MOU. Any of the department Directors named in this MOU, or his/her appointed designee, has authority to terminate this MOU on behalf of his/her department.

- B. CFS, Children's Network, Probation and Public Defender will only be reimbursed for costs and un-cancelable obligations incurred prior to the date of termination. CFS, Children's Network, Probation and Public Defender will not be reimbursed for costs incurred after the date of termination.
- C. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, DBH may immediately terminate this MOU upon written notice to all Parties.

XIV. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in writing, which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or further exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of all Parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. As public entities of San Bernardino County all Parties are self-insured under the laws of the State of California.
- D. All Parties agree not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from the DBH Director. Any subcontractor shall be subject to the same provisions as all Parties, and shall be fully responsible for the performance of any subcontractor.
 - 1. If a Party intends to subcontract any part of the services provided under this agreement to a separate and independent agency or agencies, it must submit a written MOU with that agency or agencies to DBH. The MOU must clearly define the following:
 - a. The name of the subcontracting agency.
 - b. The amount (units, minutes, etc.) and types of services to be rendered under the MOU.
 - c. The amount of funding to be paid to the agency.
 - d. The agency's role and responsibilities.
 - e. A detailed description of the methods by which the Contractor will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
 - f. A budget sheet outlining how the subcontracting agency will spend the allocation.

Any subcontracting agency must be approved by DBH and shall be subject to all applicable provisions of this agreement. The Contractor will be fully responsible for any performance of a subcontracting agency. DBH will not reimburse the contracting Party or Subcontractor for any expenses rendered by a subcontractor NOT approved by DBH.

2. Ineligible Persons

All Parties shall adhere to Ineligible Persons or Excluded Parties requirements, for its subcontractors.

- E. Requirements of the MHSA, and those imposed by the State MHSOAC and DHCS, supersede provisions of this MOU.
- F. In accordance with 45 CFR Subtitle A, §164.314 – Organizational requirements, DBH (covered entity) requires all Parties (business associates) to agree to the following:
 - 1. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by this subpart;
 - 2. Ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it;
 - 3. Report to covered entity any security incident of which it becomes aware;
 - 4. Report to covered entity's Office of Compliance any unauthorized use, access or disclosure of unsecured Protected Health Information or any other security incident with respect to Protected Health Information no later than two (2) business days upon the discovery of potential breach;
 - 5. Authorize termination of the contract by the covered entity, if the covered entity determines that the business associate has violated a material term of the contract.

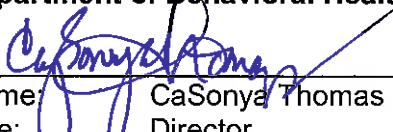
XV. CONCLUSION

- A. This MOU, consisting of twenty-one (21) pages and Attachments A and B, is the full and complete document describing the collaborative partnership and services to be rendered by all Parties, including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective department/agency to the terms and conditions set forth in this document.

- XVI.** Attachment A, **CASE Program** Budgets for FY 2014/15, FY 2015/16 and FY 2016/17, are hereby attached. The maximum financial obligation of the DBH under this Agreement shall not exceed the sums referenced in Article X Fiscal Provisions or Attachment A.

XVII. Attachment B ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS is hereby attached.

COUNTY OF SAN BERNARDINO
Department of Behavioral Health


Name: CaSonya Thomas
Title: Director
Address: 268 W. Hospitality Lane, Ste. 400
San Bernardino, CA 92415

Date: 6/28/14

XVII. Attachment B **ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS** is hereby attached.

COUNTY OF SAN BERNARDINO
Children and Family Services

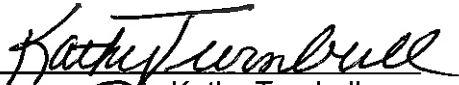


Name: Randall Schulz
Title: Director
Address: 150 S. Lena Road
San Bernardino, CA 92415

Date: 6/19/14

XVII. Attachment B **ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS** is hereby attached.

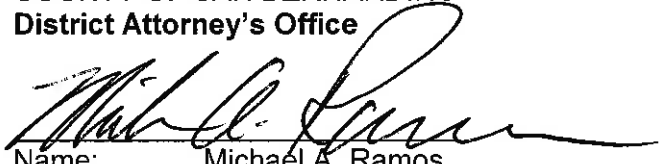
COUNTY OF SAN BERNARDINO
Children's Network


Name: Kathy Turnbull
Title: Interim Network Officer
Address: 825 E. Hospitality Lane
San Bernardino, CA 92415

Date: 6-18-14

XVII. Attachment B **ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS** is hereby attached.

COUNTY OF SAN BERNARDINO
District Attorney's Office

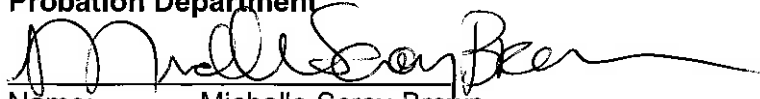


Name: Michael A. Ramos
Title: District Attorney
Address: 316 N. Mountain Ave.
San Bernardino, CA 92415

Date: 6/19/14

XVII. Attachment B **ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS** is hereby attached.

COUNTY OF SAN BERNARDINO
Probation Department



Name: Michelle Scray Brown
Title: Chief Probation Officer
Address: 175 W. Fifth Street
San Bernardino, CA 92415

Date: 6/23/14

XVII. Attachment B **ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS** is hereby attached.

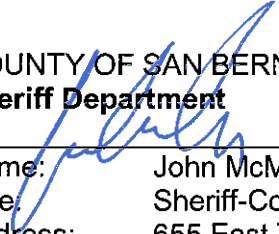
COUNTY OF SAN BERNARDINO
Public Defender

Phyllis K Morris

Name: Phyllis K. Morris
Title: Public Defender
Address: 303 W. 3rd Street
San Bernardino, CA 92415

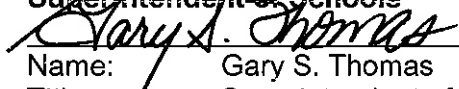
Date: 6-19-14

COUNTY OF SAN BERNARDINO
Sheriff Department


Name: John McMahon
Title: Sheriff-Coroner
Address: 655 East Third Street
San Bernardino, CA 92415

Date: 6-20-14

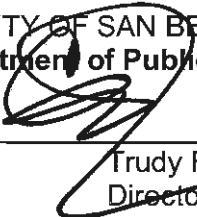
SAN BERNARDINO COUNTY
Superintendent of Schools



Name: Gary S. Thomas
Title: Superintendent of Schools
Address: 601 N. E Street
San Bernardino, CA 92415

Date: 6/30/14

COUNTY OF SAN BERNARDINO
Department of Public Health



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

Date: 6/24/14

CASE Project
FY 2014/15 Budget

Salaries & Benefits			
Position	FTE	Yearly Cost with 3% increase	Pro-rated
Assistant Network Officer (CN)	0.25	121,153	30,288
Project Coordinator (CN)	1.00	88,798	88,798
Office Assistant III (CN)	0.25	60,377	15,094
Social Service Practitioner (PD)	1.00	100,134	100,134
Social Worker II (DBH)	1.00	86,763	86,763
Staff Analyst II (DBH)	0.25	103,891	25,973
Mental Health Program Mgr II (DBH)	0.25	147,572	36,893
Total Salaries & Benefits		3.90	\$ 383,943
Services & Supplies			Cost
Office Expense			1,500
Email – DBH Fixed Costs			
Private Mileage			1,000
Training (includes all expenses)			20,000
Hotel			
Meals			
Air travel			
Other Travel			
Sponsorships			7,000
Marketing supplies			5,000
Food & Water			500
Team shirts			500
Clothing/Personal items for minors			2,000
Bus passes			850
Incentive cards			625
Total Services & Supplies			\$ 38,975
Total--			\$ 422,918

**CASE Project
FY 2015/16 Budget**

Salaries & Benefits			
Position	FTE	Yearly Cost with 3% increase	Pro-rated
Assistant Network Officer (CN)	0.25	125,393	31,348
Project Coordinator (CN)	1.00	91,906	91,906
Office Assistant III (CN)	0.25	62,490	15,622.55
Social Service Practitioner (PD)	1.00	103,639	103,639
Social Worker II (DBH)	1.00	89,800	89,800
Staff Analyst II (DBH)	0.25	107,527	26,882
Mental Health Program Mgr II (DBH)	0.25	152,737	38,184
Total Salaries & Benefits		3.90	\$ 397,381
Services & Supplies			Cost
Office Expense			1,500
Email – DBH Fixed Costs			
Private Mileage			1,000
Training (includes all expenses)			20,000
Hotel			
Meals			
Air travel			
Other Travel			
Sponsorships			7,000
Marketing supplies			5,000
Food & Water			500
Team shirts			500
Clothing/Personal items for minors			2,000
Bus passes			850
Incentive cards			625
Total Services & Supplies			\$ 38,975
Total--			\$ 436,356

CASE Project
FY 2016/17 Budget

Salaries & Benefits			
Position	FTE	Yearly Cost with 3% increase	Pro-rated
Assistant Network Officer (CN)	0.25	129,782	32,445
Project Coordinator (CN)	1.00	95,123	95,123
Office Assistant III (CN)	0.25	64,677	16,169.29
Social Service Practitioner (PD)	1.00	107,266	107,266
Social Worker II (DBH)	1.00	92,943	92,943
Staff Analyst II (DBH)	0.25	111,290	27,822.61
Mental Health Program Mgr II (DBH)	0.25	158,083	39,520.70
Total Salaries & Benefits	3.90		\$ 411,290
Services & Supplies			Cost
Office Expense			1,500
Email – DBH Fixed Costs			
Private Mileage			1,000
Training (includes all expenses)			20,000
Hotel			
Meals			
Air travel			
Other Travel			
Sponsorships			7,000
Marketing supplies			5,000
Food & Water			500
Team shirts			500
Clothing/Personal items for minors			2,000
Bus passes			850
Incentive cards			625
Total Services & Supplies			\$ 38,975
Total--			\$ 450,265

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**Contractor: Department of Behavioral Health shall:**

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

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in federal and state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency which is likely to result in exclusion from any federal or state funded health care program, and/or
 - c. unlikely to be found by a federal and state agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at minimum on an annual basis, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.

CaSONYA THOMAS

 Printed name of authorized official

 Signature of authorized official

 Date

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**Contractor: Children and Family Services shall:**

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

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in federal and state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency which is likely to result in exclusion from any federal or state funded health care program, and/or
 - c. unlikely to be found by a federal and state agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at minimum on an annual basis, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.

Randall Scholz

Printed name of authorized official

Signature of authorized official

Date

6/19/14

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**Contractor: Children's Network shall:**

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

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in federal and state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency which is likely to result in exclusion from any federal or state funded health care program, and/or
 - c. unlikely to be found by a federal and state agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at minimum on an annual basis, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.

Kathy Turnbull

Printed name of authorized official

Kathy Turnbull

Signature of authorized official

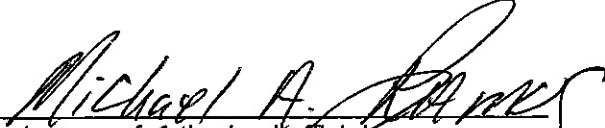
6/18/14

Date

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**Contractor: District Attorney's Office shall:**

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

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in federal and state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency which is likely to result in exclusion from any federal or state funded health care program, and/or
 - c. unlikely to be found by a federal and state agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
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 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.


 Printed name of authorized official


 Signature of authorized official


 Date

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**Contractor: Probation Department shall:**

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

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in federal and state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency which is likely to result in exclusion from any federal or state funded health care program, and/or
 - c. unlikely to be found by a federal and state agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
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 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
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 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.

Michelle Seary Brown
Printed name of authorized official

Michelle Seary Brown
Signature of authorized official

6/03/14
Date

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**Contractor: Public Defender shall:**

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

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in federal and state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency which is likely to result in exclusion from any federal or state funded health care program, and/or
 - c. unlikely to be found by a federal and state agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
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 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at minimum on an annual basis, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.

Phyllis K. Morris

Printed name of authorized official

Phyllis K. Morris

Signature of authorized official


6-17-14

Date

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**Contractor: Sheriff Department shall:**

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

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in federal and state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency which is likely to result in exclusion from any federal or state funded health care program, and/or
 - c. unlikely to be found by a federal and state agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at minimum on an annual basis, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.


 Printed name of authorized official


 Signature of authorized official


 Date

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**Contractor: Superintendent of Schools shall:**

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

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in federal and state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency which is likely to result in exclusion from any federal or state funded health care program, and/or
 - c. unlikely to be found by a federal and state agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at minimum on an annual basis, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.

Gary S. Thomas

Printed name of authorized official

Gary S. Thomas

Signature of authorized official

6/30/14

Date

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

Contractor: Department of Public Health shall:

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

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in federal and state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency which is likely to result in exclusion from any federal or state funded health care program, and/or
 - c. unlikely to be found by a federal and state agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at minimum on an annual basis, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.

Trudy Raymundo
Printed name of authorized official


Signature of authorized official

6/24/14
Date