SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ITEM: 3.32
(ID # 26836)
MEETING DATE:
Tuesday, January 14, 2025

FROM : PUBLIC SOCIAL SERVICES

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve the Memorandum of Agreement (MOA) DPSS-0004743 with San Bernardino County for the Children's Crisis Continuum Pilot Program (CCCPP) to implement an integrated continuum of care program to serve foster youth in crisis for a total aggregate amount of $9,506,562 effective upon execution through June 30, 2028; All Districts. [Total Cost $9,506,562; up to $2,000,000 in additional compensation – 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Memorandum of Agreement (MOA) DPSS-0004743 with San Bernardino County for the Children's Crisis Continuum Pilot Program (CCCPP) to implement an integrated continuum of care program to serve foster youth in crisis for a total aggregate amount of $9,506,562 effective upon execution through June 30, 2028; and authorize the Chair of the Board to sign the Memorandum of Agreement on behalf of Riverside County; and

2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding to issue Purchase Orders for the services rendered as connected to the MOA.

Continued on page 2

ACTION:Policy

Charity Douglas, DPSS Director 12/19/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Medina, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	January 14, 2025
xc:	DPSS

Kimberly A. Rector
Clerk of the Board
By: _____ Deputy

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Director of DPSS or designee to sign amendments that make modifications to the Scope of Services that stay within the intent of the Memorandum of Agreement, and sign amendments to the compensation provisions that result from additional funding that shall not exceed $2,000,000.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$835,689	$3,871,213	$9,506,562	$0
NET COUNTY COST	$0	$0	$0	$0
SOURCE OF FUNDS: 100% State Funding			Budget Adjustment: No	
			For Fiscal Year: FY24/25 - FY27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:
Summary

California Department of Public Social Services (CDSS) jointly with the State Department of Health Care Services (DHCS) established the Children's Crisis Continuum Pilot Program according to Assembly Bill 153, Chapter 86. The purpose of the pilot program is to allow counties, or regional collaboratives of counties, to develop a robust, highly integrated continuum of services designed to serve foster youth who are in crisis. The primary function of the pilot program will be to provide therapeutic interventions, specialized programming, and short-term crisis stabilization to permit the seamless transition for the appropriate treatment of foster youth between placement settings and health care programs, while ensuring that all the necessary health and social services are available within the continuum. The pilot program's intention is to address perceived gaps in the continuum of services and placements so that behavioral, developmental and physical health needs of foster youth are met within the least restrictive care environment. The pilot program shall be implemented until June 30, 2028.

The County of Riverside, as a lead agency and fiscal agent, submitted a combined proposal to CDSS on behalf of both counties, Riverside and San Bernardino, to request funding for the Children's Crisis Continuum Pilot Program (CCCPP). CDSS awarded $10,000,000 to the combined County effort on February 24, 2023 to provide services to their foster youth who are in crisis and according to the Pilot Program's guidelines. The combined amount represents the entire grant award and is not representative of the amount to be paid to each county.

On May 21, 2024, Agenda Item #3.32, the Board of Supervisors approved a grant award for the CCCPP and authorized the Director of DPSS, or designee to sign Standard Agreement #ALLOC-23-0005 with CDSS to accept the grant award in the total aggregate amount of $10,000,000 to develop a highly integrated continuum of care program to serve foster youth in crisis.

This board action requires the approval of the Memorandum of Agreement (MOA) DPSS-0004743 with San Bernardino County for the CCCPP to implement an integrated continuum of care program to serve foster youth in crisis for a total aggregate amount of $9,506,562 effective upon execution through June 30, 2028. The Memorandum of Agreement with San Bernardino County and Riverside County will set the required guidelines for the collaborative efforts between the two counties to provide the above-mentioned services to their foster youth who are in crisis. The CCCPP grant shall be shared between the two Counties to develop a Continuum of Care and provide the services required to support the Continuum.

The Memorandum of Agreement shall be signed in counter parts. Each document shall be considered a duplicate original, and together they will form a single agreement, as outlined in the 'Signed in Counterparts' section of the Memorandum of Agreement. San Bernadino County expects to get the Memorandum of Agreement approved and executed by their Board of Supervisors by February 2025.

Other internal MOUs shall be developed with RUHS-BH and Probation to ensure the delivery of services required from each department to serve the CCCPP. Contracts with service providers shall also be established to provide the type of beds that require high level of care to serve the children under this pilot program e.g. Intensive Services Foster Care (ISFC) and Crisis Residential Program and Community Support Services. The Pilot program is designed to serve 6 children/youth at a time.

Impact on Residents and Businesses

A large number of the county's foster youth require an intricate level of acute care that often times are difficult to meet in a standard family-based setting. One major goal of the CCCPP is to develop family-based placements that are capable of caring for youth with high acuity needs and address the perceived gaps in the different levels of foster care.

The collaborative efforts between Riverside and San Bernardino Counties for the Children's Crisis Continuum Pilot Program shall make clear and impactful progress in developing timely alternative therapeutic options and trauma-informed system-of-care approach for foster youth in both communities.

Additional Fiscal Information

DPSS shall serve as the fiscal agent for the grant award. The total annual payments for the Children's Crisis Continuum Pilot Program shall be shared between each county based on a Unit of Service reimbursement and shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2024 through June 30, 2025	$835,689
July 1, 2025 through June 30, 2026	$3,871,213
July 1, 2026 through June 30, 2027	$3,972,742
July 1, 2027 through June 30, 2028	$826,918
Total	**$9,506,562**

These services were budgeted through the countywide budget process therefore no budget adjustment is needed. Depending on the availability of funding, DPSS may provide additional funds for future fiscal years.

ATTACHMENTS:

- **ATTACHMENT A:** DPSS-0004743 Memorandum of Agreement Children's Crisis Continuum Pilot Program-San Bernardino County
- **ATTACHMENT B**: Exhibits
  Exhibit C: Work Plan and Budget
  Exhibit D: IEC Referral Form
  Exhibit E: Children's Crisis Continuum Pilot Program Guidelines

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 12/24/2024

Gregg Gu
Gregg Gu, Chief Deputy County Counsel 12/30/2024

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

DPSS-0004743

Riverside County Department of Public Social Services
San Bernadino County

MEMORANDUM OF AGREEMENT
Children's Crisis Continuum Pilot Program (CCCPP)

MEMORANDUM OF AGREEMENT:	DPSS-0004743
AGENCY:	San Bernardino County
EFFECTIVE:	Upon Execution – June 30, 2028
MAXIMUM AGGREGATE AMOUNT: (based on actual expenses)	$9,506,562

This Memorandum of Agreement (herein referred to as "MOA") is made and entered into by and among the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "DPSS") and San Bernardino County, a political subdivision of the State of California (herein referred to as "PARTNER"). DPSS and Partner may be referred to herein collectively as the "Parties".

WHEREAS, DPSS submitted a combined proposal on December 1, 2022, to the California Department of Social Services (CDSS) on behalf of both Riverside and San Bernardino Counties to request funding for the Children's Crisis Continuum Pilot Program.

WHEREAS, on February 24, 2023, CDSS awarded Riverside and San Bernardino Counties with $10,000,000 with a period of performance from award date through June 30, 2028.

WHEREAS, the County of Riverside's Board of Supervisors accepted the grant award from CDSS on 5/21/2024, Agenda Item #3.32.

WHEREAS, Riverside and San Bernadino Counties shall create a partnership to support the Children's Crisis Continuum Pilot Program guidelines.

NOW THEREFORE, in consideration of the above, Riverside and San Bernardino Counties do hereby covenant and agree to the Terms and Conditions contained herein.

{Signatures are in the following page}

Authorized Signature for Riverside County: V. Manuel Perez	Authorized Signature for San Bernardino County:
Printed Name of Person Signing: V. Manuel Perez	Printed Name of Person Signing: Dawn Rowe
Title: Chairman of the Board	Title: Chair of the Board
Date Signed: 01/15/2025	Date Signed:

Approval as to Form
Minh C. Tran
Riverside County Counsel

By: Katherine Wilkins

Katherine Wilkins
Deputy County Counsel

Date: 01/06/2025

ATTEST:

KIMBERLY A. RECTOR,

Riverside County Clerk of the Board

By: Naomy Sicra
DEPUTY

Naomy Sicra
E-signed 2025-01-15 09:50AM PST
cob-sign@rivco.org

Approval as to Form

San Bernardino County Counsel

By: _____

Kaleigh Ragon
Deputy County Counsel

Date: _____

ATTEST:

San Bernardino County Clerk

By: _____
DEPUTY

TABLE OF CONTENTS

AGREEMENT TERMS AND CONDITIONS

I. DEFINITIONS

A. Children's Crisis Residential Program (CCRP): A facility licensed by the California Department of Social Services (CDSS) as a Short-Term Residential Therapeutic Program and has a mental health program approved by the Department of Health Care Services (DHCS). CCRPs serve children experiencing an acute mental health crisis as an alternative to psychiatric hospitalization.

B. Child and Family Team (CFT): A group that forms to meet the needs of an eligible child through whatever means possible. In order to ensure family voice, choice, and ownership of the Individualized Service Plan, every effort shall be made to ensure family members and family representatives constitute a minimum of fifty percent of the Child & Family Team. The team is comprised of the child welfare worker, the youth and family, services providers, and any other members as necessary and appropriate. No single individual, agency, or service provider works independently but rather as part of the team for decision-making. For additional information, refer to the DHCS manual, Medi- Cal Manual for Intensive Care Coordination (ICC), Intensive Home- Based Services (IHBS) and Therapeutic Foster Care (TFC) for Katie A. Subclass Members (http://www.dhcs.ca.gov).

C. Child and Family Team Meetings (CFTM): The formal meeting of the CFT.

D. Collateral: A service activity to a significant support person or persons in a beneficiary's life for the purpose of providing support to the beneficiary in achieving client plan goals.

E. Crisis Stabilization Unit (CSU): Urgent mental health centers for individuals of all ages. Services are voluntary and may include crisis intervention, crisis risk assessments, medications, and when necessary, evaluations for hospitalization. A CSU is not a residential placement and does not have any beds; however, individuals are provided a comfortable place to rest, but may not stay at a CSU for longer than 23 hours and 59 minutes. CSUs are open 24 hours a day, 365 days a year, including holidays.

F. Enhanced Intensive Services Foster Care (E-ISFC): A higher level of foster care and support for children/youth with complex needs requiring additional therapeutic and medical interventions beyond what standard ISFC offers.

G. "Foster youth" means a child or nonminor dependent who is a dependent or ward of the juvenile court or who is at imminent risk of entering foster care.

H. Inland Empire Collaborative (IEC): A partnership between Riverside and San Bernardino Counties to support the Children's Crisis Continuum Pilot Program.

I. Intensive Care Coordination (ICC): Targeted case management services designed by an MDT to capture the time spent working with children being served by multiple agencies. This includes assessment of strengths and needs, care planning, and coordination of services, including urgent services for children and youth who meet the Katie A. Subclass criteria. Refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members (www.dhcs.ca.gov › Manuals › Medi-Cal_Manual_Third_Edition for additional information.

J. Intensive Services Foster Care (ISFC): A specialized high level of foster care and support for children/youth with complex needs such as behavioral, emotional and health challenges.

K. Intensive Transition Planning (ITP) team: This MDT consists of 3 behavioral health staff who shall be integral in ensuring coordination of services with the contracted providers throughout the duration of the pilot.

L. Mental Health Services (MHS): The federally mandated Medicaid option that requires states to provide screening, diagnostic and treatment services to persons under age 21 who have unrestricted Medi-Cal and also meet necessary medical criteria by having a qualifying mental health diagnosis and functional impairment that is not responsive to treatment by a healthcare-based provider. In addition, services are generally acceptable for the purpose of correcting or ameliorating the mental disorder. For the purposes of this proposal, EPSDT Medi-Cal Rehabilitative Mental Health Services activities may include Assessment, Collateral, Crisis Intervention, Intensive Care Coordination, Intensive Home Based Services, Medication Support Services, Plan Development, Rehabilitation, Targeted Case Management, Therapeutic Behavioral Services, and Therapy.

M. Mutli-Disciplinary Team (MDT): means a team of three or more people who are trained in the prevention, identification, management, or treatment of child abuse or neglect cases and who are qualified to provide a broad range of services related to child abuse or neglect pursuant to Welfare and Institutions Code section 18951(d).

N. Pilot Admissions Team (PAT): This MDT shall receive and review referrals from the placing agency and determine eligibility to the Children's Crisis Continuum Pilot Program.

O. Provider: Entity or individual hired to supply services to either contracting county.

P. Substance Use Disorder Services (SUDS): A variety of services designed to help individuals when the recurrent use of alcohol and/or drugs causes significant impairment, include health problems, disability, and failure to meet major responsibilities at work, school, or home. Services may include individual and group counseling, educational programs, self-help groups, and other resources. Unless there is written authorization from the foster child, in accordance with all applicable laws, the Parties and its MDTs shall not provide any information related to Part II substance use disorder treatment programs, pursuant to 42 U.S.C. 290dd–2(g).

II. PROGRAM GOAL

Provide collaborative efforts between Riverside and San Bernadino Counties' Child Welfare, Probation and Behavioral Health Divisions pursuant to the guidelines of the Children's Crisis Continuum Pilot program to develop a robust, highly integrated continuum of services designed to serve foster youth with unmet complex care needs. The primary function of the pilot program will be to provide therapeutic interventions, specialized programming, and short-term crisis stabilization to permit the seamless transition for the appropriate treatment of foster youth between placement settings and health care programs, while ensuring that all the necessary health and social services are available within the continuum. The pilot program's intention is to address perceived gaps in the continuum of services and placements so that behavioral, developmental, and physical health needs of foster youth are met within the least restrictive care environment.

III. OBJECTIVES

The objective of this MOA is to coordinate and facilitate the utilization of funds and set the collaborative efforts for the Children's Crisis Continuum Pilot Program between Riverside and San Bernardino Counties as follows:

A. The development of a trauma-focused system of care through which intensive care, qualified supervision, and behavioral health services are provided in a home environment including on-site crisis response to respond to and de-escalate circumstances in which individual(s) are experiencing behavioral health symptoms/conditions causing distress, with the goal of preventing hospitalizations and unnecessary interactions with law enforcement.

B. The implementation of a network addressing the gaps in the continuum of services and placements providing a seamless transition between placement settings and healthcare programs while ensuring all necessary health and social services are available within the continuum. The Intensive Transition Planning (ITP) teams will be integral in ensuring coordination of services with the contracted providers throughout the duration of the pilot.

C. Maintain foster youth in a caring family that leads to a timely return home or other form of permanency. Providing Kinship Care when available and placing siblings together, if possible, are preferable.

D. Transition foster youth between levels of care according to a current assessment of needs, and then back into the community, without interruption in services, to include ensuring continuity of educational services.

E. Build community-based crisis response services and intensive services placement settings, especially in regions where there is a scarcity of these resources.

F. Evaluate program outcomes, adjust and improve the design, coordination, and delivery of services as needed.

G. Ensure provisions of medically necessary mental health and/or substance use disorder prevention, treatment, and recovery services are available to the foster youth.

IV. TARGET POPULATION

Foster youth who are:

A. Experiencing a mental health crisis and/or substance use disorder crisis in need of highly individualized stabilization services.

B. Requiring a higher level of care in a secure, highly individualized, therapeutic setting.

C. Suffering from unmet complex needs and are currently housed in an office and/or a temporary shelter awaiting placement.

D. In need of support to step down to less restrictive placements from an acute treatment setting.

E. In need of intensive transition planning and aftercare services consisting of, at a minimum, a mental health professional, a support counselor, and a peer partner.

V. PROGRAM DESCRIPTION

Pursuant to WIC § 16553, the Children's Crisis Continuum Pilot Program shall include:

A. **Crisis Stabilization Units** ("CSU") for foster youth experiencing a mental health crisis, which must:

1. Provide referrals for assessments, Collateral and case management services, and therapy, 24 hours a day, 7 days a week.

2. Serve no more than eight (8) foster youth at a time.

3. Be licensed as a 23-hour health care facility or hospital-based outpatient program or provider site.

4. Be co-located with, or within 30 miles of a psychiatric health facility or other secure hospital-alternative setting so that if a foster youth's crisis cannot be resolved, the foster youth may be transitioned to a setting that is able to meet the needs of the youth.

Note: The Crisis Stabilization Unit services are not funded under this MOA.

B. **Psychiatric Health Facilities** must provide a secure, highly individualized, therapeutic, hospital-like setting for foster youth who require inpatient treatment, serving no more than four (4) foster youth at a time.
Note: The Psychiatric Health Facilities are not funded under this MOA.

C. **Children's Crisis Residential Programs** must provide short-term, highly individualized stabilization and support for foster youth who do not require inpatient treatment, but are experiencing an acute mental health crisis, serving no more than two (2) youth at a time. These programs should be designed to reduce the reliance of emergency rooms and psychiatric hospitalization.

D. **Intensive Services Foster Care (ISFC) Homes** must be designed to step foster youth down to a less restrictive placement, have the capacity to maintain at least two times the amount of homes as the number of beds in the residential treatment settings used in the pilot, and have in-home staff available 24 hours a day, 7 days week to provide care, behavioral support, permanency services, specialty mental health services and educational services as needed. The Inland Empire Collaborative (IEC) will address the gaps by expanding the Intensive Services Foster Care (ISFC) program to include Enhanced-Intensive Services Foster Care (E-ISFC) and ISFC with Integrated Wrap beds. Each E-ISFC and ISFC with integrated wrap home will have one (1) bed per home.

E. **Community-based Supportive Services** must provide intensive transition planning and aftercare services, integrated transition services and supports prior to and after transitions, have an intensive transition planning team, work with the county child welfare agency, probation department, and mental health plan to provide at least six (6) months of aftercare services, and be available 24 hours a day, 7 days a week to provide access to non-clinical services, including, but not limited to:
    1. Mentoring programs
    2. Faith-based/cultural activities
    3. Volunteer opportunities

VI. SCOPE OF WORK

A. The Continuum of Care shall have a total capacity as shown in the below table:

Program Capacity	Crisis Residential Unit	Enhanced ISFC	ISFC w/Integrated Wrap
	2.0	2.0	2.0

B. All foster youth identified for consideration into the pilot will be referred by the placing agency and the admission process will be as follows:
   1. The placing agency will submit a referral to the PAT MDT.
   2. The referrals will be reviewed by the PAT MDT and eligibility will be determined collaboratively.
   3. Upon admission into the program, a placement packet will be sent to the contracted provider. Note: All program providers will sign a no eject/no reject agreement to ensure all program services are provided to the foster youth.
   4. Notice is given to all continuum providers and the ITP MDT at the time of admission so that all continuum providers are aware of the status of the foster youth at admission as the foster youth can transition throughout the continuum with each provider depending on a crisis, step down/step up.
   5. The ITP MDT reviews all behavioral health case files and conducts any needed assessments with the youth.
      a. ITP MDT schedules a CFTM.
      b. Services and supports begin.
      c. Weekly MDTmeetings occur with the entire ITP MDT team and providers to proactively discuss progress, treatment goals, etc.
   6. If a crisis occurs during the foster youth's time in the pilot, the ITP MDT will:
      a. Work with the provider to resolve the crisis in the current placement setting.
      b. If crisis cannot be resolved in current placement setting, an immediate response will occur to evaluate the case.
   7. If higher level of care is needed, the ITP MDT will collaborate with PAT MDT and CFTM to create a transition plan and facilitate the transfer between levels of care.
      a. The local identified CSU, in collaboration with ITP MDT, will provide services as follows:
         i. If stabilized, the ICC Coordinator will lead the ITP MDT in ensuring the foster youth is returned to previous placement.
         ii. If more intense care is needed for stabilization, the ITP MDT facilitates the youth's next care transition.
      b. The local identified CSU, in collaboration with ITP MDT, will provide a locked inpatient facility, if needed.
         i. If stabilized, the ICC Coordinator will lead the ITP MDT in ensuring the youth is returned to previous placement.
         ii. If more intense care is needed for stabilization, the ITP facilitates the youth's next care transition.
   8. Post Crisis: The ITP MDT assists in the youths' transition back to placement. Weekly MDT meetings will identify any adjustments needed to the treatment plan and ensure that service referrals are occurring. For more details, please refer to Section A 'Pilot Overview' in the attached revised Work Plan and budget attached as Exhibit C to the MOA.

VII. RIVERSIDE COUNTY AND SAN BERNARDINO COUNTY COLLABORATIVE RESPONSIBILITIES

A. The IEC shall be responsible for development and implementation of the Children's Crisis Continuum Pilot Program according to the Final Work Plan and Budget and the Agreement submitted to and approved by the CDSS.

B. The IEC shall create an MDT within their respective Behavioral Health, Probation, and Child Welfare departments to act as a Steering Committee and report updates to their respective county Interagency Leadership Teams.

C. The Riverside County shall designate a Program Administrator to provide program oversight. The Program Administrator shall meet with the collaborative Steering Committee monthly to provide updates on the pilot program.

D. The Program Administrator and the Steering Committee shall meet with the providers monthly through a Joint Operation Meeting (JOM) to review the provisions of the pilot and contractual language.

E. The Program Administrator shall work closely with Community Care Licensing to ensure contracted providers remain licensed and in good standing.

F. The Riverside County shall designate a program specialist to review the needs and services plans to ensure they include identification of specific strategies, treatment, services, and support for the youth. Additionally, the Program Specialist will work with the data collection team to ensure the tracking and reporting of deliverables for the pilot.

G. The IEC Mental Health Plans shall provide the full resources of their Specialty Mental Health Services (SMHS) and Substance Use Disorder Services (SUDS) divisions. These services shall include but are not limited to, comprehensive assessments, facilitation of CFTM for service planning and overseeing the implementation of services for each aspect of the continuum. Unless there is written authorization from the foster child or a court order, in accordance with all applicable laws, the Parties and its MDTs shall not provide any information related to Part II substance use disorder treatment programs, pursuant to 42 U.S.C. 290dd–2(g).

H. The IEC shall develop a Pilot Admission Team MDT comprised of representatives from Riverside and San Bernardino Counties' child welfare, probation, and behavioral health departments, and placement providers. The Pilot Admission Team and Program Administrator will meet weekly to review and discuss incoming referrals and determine pilot eligibility.

I. Each county shall establish an MDT that meets weekly to discuss identified youth with acute, complex care needs with barriers to placement services due to a history of instability, significant Mental Health and/or Behavioral needs. The weekly multi-disciplinary team meeting serves as the preliminary marker for identifying potential youth from each county for the pilot by completing the IEC referral form (See Exhibit D).

J. The IEC shall utilize a Wrap-informed Intensive Community-Based model. The Intensive Transition Planning (ITP) teams will be integral in ensuring coordination of services with the contracted providers throughout the duration of the pilot. The ITP team will consist of three

(3) Behavioral Health staff (i.e., Clinical Therapist, Rehab Specialist, and Peer Partner) for every four (4) youth enrolled in the pilot. This team of staff will be responsible for ensuring access to needed programs and services for each youth, the facilitation of Child and Family Team Meetings (CFTM) and the alignment of services to meet the unique needs and strengths of each youth. The ITP team will also report to the PAT team the status of each youth as they matriculate through the various levels of care during their treatment. The Clinical Therapists shall have a minimum of a Master's degree and licensed/registered with the appropriate state board. The paraprofessionals shall be comprised by a mixture of Bachelor's degree staff, additional rehabilitation staff, and parent partners.

K. The IEC shall develop a specialized unit with the functionality of both departmental and project work to assist with the administrative components of the pilot. The Administrative team will manage the overall pilot by: (1) maintaining a working knowledge of the Crisis Continuum and its targeted youth; (2) assisting in resolving emerging issues with the implementation of the pilot; (3) ensuring procedures are consistent and coordinated amongst the providers: (4) directing the Multi Disciplinary Team (MDT) (5) maintaining authority over approving the budget variations and invoicing.

L. The IEC shall develop a data collection team that will compile and create highly complex statistical reports to ensure operation activities meet pilot requirements. Each provider will also collect client level data to provide to the IEC. Analyst from each county will be used to pull data and develop dashboards for the pilot. Alternatively, children entering the Continuum shall be coded with a special code at the Child Welfare System/Case Management System (CWS/CMS) which shall facilitate pulling their data for analytical and statistical purposes.

M. The IEC shall develop a consortium of ISFC and CCRP providers who will work together to create a continuum of care so youth can easily step up or down in care, based on their needs.

N. The IEC will only utilize licensed providers who have experience and training in trauma-informed interventions, treatment practices, services, and supports, demonstrated by written policies and procedures that explicitly include and support recognized trauma-informed principles. The Steering Committee shall review program statements and current contracts to ensure the goals and objectives of each provider's program are in line with the pilot requirements.

O. The IEC shall collaborate with their local school districts to ensure educational needs are met for each youth.

P. The IEC shall develop a communication plan for their respective courts to educate them on the pilot, services, and goals with the engagement of their respective County Counsels.

VIII. OUTCOME MEASURES

A. The IEC Program Administrator will create a SharePoint site for all deidentified data for the pilot program. A database will be used for data collection requirements and will have the ability to create reports for program evaluation. IEC and CDSS will have access to the database. Reports will be used and shared during weekly treatment team meetings, monthly Joint Operations Meetings (JOMS), and regular updates to the respective county Interagency Leadership Teams (ILT).

B. The IEC will measure the pilot program's progress towards improving the following:

1. Reducing reliance on hospitals and emergency rooms.
2. Reducing law enforcement contacts.
3. Addressing the unmet complex needs of the youth on all levels by filling in the gaps in the continuum.
4. Reducing length of stay in congregate care settings.
5. Improving permanency outcomes for youth.
6. Providing continuity of care and case management for youth in foster care.
7. Increasing family connections.

C. Goals and Outcome Measures

The following table describes the program goals, the method used to track the outcomes, the tracking mechanism, and the frequency for outcomes reviews.

Goals	Tracking Method	Tracking Mechanism	Review Frequency
Reduce reliance on hospitals/emergency rooms for pilot participants	Create a field within the pilot database for tracking hospital/emergency room stays	Number of days in a hospital/emergency room	Weekly during treatment team meetings
Reduce law enforcement contacts for pilot participants	Create a field within the pilot database for tracking negative law enforcement contacts	Number of negative law enforcement contacts	Weekly during treatment team meetings
Address needs of pilot participants	Qualitative review of the services provided	Needs and Services Plan, Assessments	Monthly
Reduce length of stay in congregate care settings for pilot participants	Create a field within the pilot database for tracking length of stays in congregate care settings	Number of days in congregate care setting	Weekly during treatment team meetings
Improve permanency outcomes for pilot participants	Create a field within the pilot database to track the permanency options	Number of pilot participants who transitioned to permanency	Monthly
Provide continuity of case management for pilot participants	Pull data from CWS/CMS to track the contact notes	Number of meetings scheduled for each youth	Weekly
Placement stabilization	Pull a report from CWS/CMS	Track number of days in placement	Monthly

IX. REPORTING

Riverside and San Bernadino Counties must submit quarterly progress reports and a final report, in a format to be determined by the CDSS and DHCS, which evaluates the effectiveness of the pilot program in several domains, including but not limited to:

A. Data regarding the pilot's impact, whether relational or causal, on desired outcomes, including any reduced reliance on hospitals, emergency departments, out-of-state facilities, and law enforcement in responding to the acute needs of foster youth who require more intensive short-term treatment, and reduced absences from placement by foster youth who received services within the pilot program.
B. Data reflecting the most common needs of foster youth placed into the pilot program that could not be previously met in family-based settings but were able to be provided with services in the pilot program, the actual services received, the impact of the interventions, services, and treatment on foster youth safety, well-being, and permanency, and the lengths of stay in the pilot program.
C. The number of foster youth served in the pilot program, each component or level of care, and the length of time served for each component, including time spent in congregate care settings.
D. Types of services provided by the pilot program.
E. Outcomes for foster youth who received services within the pilot program related to youth safety, well-being, and permanency at six (6) months and twelve (12) months after participating in the pilot program, or upon exit from foster care.
F. Other impacts of the pilot program interventions and services on the foster youth.
G. The impact of the pilot program on the goals of building trauma-informed, in-home, and community-based services.

X. PILOT KEY PERSONNEL:

Riverside County:

- Administrative Services Manager
- Program Specialist
- Clerical Staff

San Bernardino County:

- Special Projects Manager

XI. FISCAL

A. MAXIMUM AMOUNTS – ANNUAL AND AGGREGATE TOTALS

The annual maximum reimbursable amount for the Children's Crisis Continuum of Care Pilot Program Services managed by Riverside shall not exceed:

FISCAL YEAR PERIOD	ANNUAL BUDGET
July 1, 2024 through June 30, 2025	$835,689
July 1, 2025 through June 30, 2026	$3,871,213
July 1, 2026 through June 30, 2027	$3,972,742
July 1, 2027 through June 30, 2028	$826,918
Total	**$9,506,562**

B. EXPENSE AND UNIT OF SERVICE COST RATE

See attached Exhibit C- Work Plan and Budget Components – Children's Crisis Continuum of Care Pilot Program Services

1. The Riverside County shall be responsible for the administration of 100% of the funds for the Children's Crisis Continuum Pilot Program and manage reimbursements to San Bernardino County based on invoices submitted on monthly.

2. The Annual Budget is the total budget CDSS awarded to Riverside and San Bernardino County.

3. Riverside University Health System – Behavioral Health (RUHS-BH) will bill Department of Public Social Services (DPSS) for services provided under the Children's Crisis Continuum Pilot Program.

4. San Bernardino County will bill DPSS for all allowable services it provides under the CCCPP.

5. Riverside and San Bernardino Counties will leverage available funding sources, including but not limited to Title IV-E, Child Welfare Services (CWS) Federal funding and Medi-Cal prior to billing expenditures to the Pilot Program.

6. The pilot funding will be used to cover placement services and staffing costs that are not covered by other available funding sources.

C. METHOD, TIME, AND CONDITIONS OF PAYMENT

Riverside County shall reimburse San Bernardino County for its portion of costs monthly. Payment may be delayed if the below required supporting documentation is not provided.

1. San Bernardino County shall provide the following supporting documentation with the monthly invoice:
   a. Payroll, salary, and benefits – (to be available upon request by DPSS)
      i. Payroll register or report will include employee names, hours, wage rate, wage amount, benefit amount, and pay dates.
      ii. Time and activity report will include employee names, dates worked, hours allocated to DPSS programs and client logs for services performed.
      iii. Client logs should include intake date, client's first and last name, client ID, service start and end date, extension approvals (if applicable), date of removal/placement.
      iv. Operating expenses for contracted services, schedule or statement of costs.
      v. Copy of invoice or receipt.
      vi. Proof of payment. Include copy of check or credit card receipt.

   b. Travel and Training
      i. Mileage log will include employee name, dates of travel, destination, round trip miles, and description of business purpose. Mileage is reimbursable at the IRS standard mileage rate.
      ii. Copy of invoice and proof of payment of travel expenses, i.e., motel, food and gas receipts, training seminar invoice.

   c. Overhead/Indirect costs
      i. Cost schedule by allocation.
      ii. Copy of invoice or receipts.
      iii. Approved Indirect Cost Rate (ICR).

2. All payment claims shall be submitted no later than sixty (60) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed as soon as Riverside County receives reimbursement from CDSS on quarterly basis.

3. As applicable for payment requests, San Bernardino County shall submit completed DPSS forms 2076A (Contractor Payment Request), and 2076B (Contractor Expenditure Report), attached hereto and incorporated herein as Exhibit A.

4. San Bernardino County cost estimates for May and June are due no later than the first Friday in June. Finalized invoices for May and June are due no later than July 30.

5. San Bernardino County shall be liable to repay DPSS for all overpayments in accordance with CDSS Manual Eligibility and Assistance Standards (EAS) Chapter 45-300: AFDC-FC Payee, Payment and Delivery. An overpayment Demand Letter shall be issued to San Bernardino County for each rate reimbursement San Bernardino County has been overpaid. In the event San Bernardino County is non-responsive to the Demand Letter or becomes delinquent in making the agreed upon payments, DPSS shall reserve the right to take the necessary actions to recoup the overpayment.

D. SUPPLANTATION

Parties shall not supplant any federal, state or county funds intended for the purpose of this MOA with any funds made available under any other MOA. Parties shall not claim reimbursement for any sums which have been paid by another source of revenue. Both parties agree that they will not use funds received pursuant to this MOA, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any county programs without prior approval of both parties.

E. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation for payment or reimbursement under this MOA beyond the current fiscal year is contingent upon and limited by the availability of CCCP grant funding from which payment can be made. There shall be no legal liability for payment or reimbursement on the part of COUNTY beyond June 30 of each year unless funds are made available for such payment by CCCP. In the event such funds are not forthcoming for any reason, Riverside County shall immediately notify San Bernardino County in writing and this MOA shall be deemed terminated and be of no further force or effect. Riverside County shall make all payments or reimbursements to San Bernardino County that were properly earned prior to the unavailability of funding.

F. FINANCIAL RESOURCES

During the term of this MOA, both parties shall maintain sufficient financial resources necessary to fully perform their obligations.

G. DISALLOWANCE

If San Bernardino County receives payment under this MOA which is later disallowed by Riverside County for nonconformance with the MOA, San Bernardino County shall promptly refund the disallowed amount to Riverside County, or Riverside County may offset the amount disallowed from any payment due to San Bernardino County.
Riverside and San Bernardino Counties shall be responsible for any disallowed costs under this MOA that may come up in an audit.

XII. ADMINISTRATIVE

A. CONFIDENTIALITY

The Parties and every MDT member shall maintain the confidentiality of all information and records received under this MOA and comply with all other statutory laws and regulations relating to privacy and confidentiality. Every MDT member shall be under the same privacy and confidentiality obligations and subject to the same confidentiality penalties as the person disclosing or providing the information or records.

Each Party and every MDT member shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this MOA shall keep all information that is exchanged between them in the strictest confidence, in accordance with Sections 10850 and 18951 of the Welfare and Institutions Code. All records and information concerning any and all persons shall be considered and kept confidential by the parties, its staff, agents, employees, and volunteers. The parties shall require all of its employees, agents, subcontractors, and volunteer staff who may provide services under this MOA before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the parties.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

The Parties are subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

The parties shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this MOA and agrees to inform all persons directly or indirectly involved in administration of services provided under this MOA of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

The above-written notwithstanding, the parties acknowledge that the parties hereto are government entities subject to the public records and meeting laws of the State of California, including the California Public Records Act (Government Code Section 7920.000 et seq.) and the California Brown Act (Government Code Section 54590 et seq.). With the exception of the above-written, certain information (including this MOA), may be subject to disclosure pursuant to the Public Records Act and Brown Act. Each party hereto shall evaluate all public records requests on a case-by-case basis and shall use its best judgment in complying with such law. Each party hereto has the authority to determine whether the information is exempt from public release.

B. HOLD HARMLESS AND INDEMNIFICATION

In contemplation of the provisions of Section 895.2 of the California Government Code ("Code") imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, the Parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligence or wrongful acts or omissions occurring in the performance of this MOA to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each party indemnifies and hold harmless the other parties for any loss, cost, or expense that may be imposed upon such other parties solely by virtue of Section 895.2 of said Code.

With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the other parties; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's indemnification to the other parties as set forth herein.

The indemnifying party's obligation hereunder shall be satisfied when the indemnifying party has provided to the other parties the appropriate form of dismissal relieving the other parties from any liability for the action or claim involved.

C. INSURANCE

1. PROVIDERS: To the extent either County engages Providers, and without limiting or diminishing the Providers' obligations to indemnify both Counties, San Bernardino County shall use reasonable efforts to obtain from Providers the certificates of insurance and additional insured endorsements for the insurance coverages specified below for the term of this Agreement:
   a. Worker's Compensation: If the Provider has employees as defined by the State of California, the Provider shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the Riverside County and San Bernardino County.

   b. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, and employment practices liability, covering claims which may arise from or out of Provider's performance of its obligations hereunder. Policy shall name the Riverside County, San Bernardino County, and both Counties agencies, districts, special districts, and departments, directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply to this Agreement or be no less than two (2) times the occurrence limit.

      Policy shall include abuse and molestation insurance as an endorsement to the commercial general liability policy in a form and with coverage that are satisfactory to the Riverside and San Bernardino County covering damages arising out of actual,

threatened or alleged physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature and retention of any person for whom the Provider is responsible including but not limited to contractor and contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the contractor, and the contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than $2,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

c. Vehicle Liability: If Provider's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Provider shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the Riverside County, San Bernardino County, and both Counties agencies, districts, special districts, and departments, directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.

d. Professional Liability Insurance: Provider shall maintain Professional Liability Insurance providing coverage for the Provider's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If Provider's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Provider shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); 2) prior dates converge from this new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through certificates of insurance that Provider has maintained continuous coverage with the same or original insurer. Coverage provided under items 1) 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

e. Cyber Liability Insurance: Provider shall procure and maintain for the duration of the Agreement cyber liability insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, or employees. Provider shall procure and maintain for the duration of the Agreement cyber liability insurance against claims arising out of its services including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Provider shall procure and maintain cyber liability insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider

in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If Provider maintains broader coverage and/or higher limits than the minimums shown above, both Counties require and shall be entitled to the broader coverage and/or higher limits maintained by Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Riverside and San Bernardino Counties.

f. Any insurance carriers providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived in writing, by the contracting County. If the contracting County waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

g. EXCESS/UMBRELLA LIABILITY INSURANCE
If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability and "insured contract" definition for indemnity, occurrence, no limitation of prior work coverage, and primary and non-contributory insurance requirements stated therein. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Provider's primary and excess liability policies are exhausted.

h. The Provider's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the contracting County before the commencement of operations under this Agreement. Upon notification of deductibles or self- insured retention's unacceptable to the County, Provider's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

i. The Providers shall require the carriers of required coverages to waive all rights of subrogation against San Bernardino County, Riverside County, their officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Provider and Provider's employees or agents from waiving the right of subrogation prior to a loss or claim. The Provider hereby waives all rights of subrogation against the Counties.

j. Provider shall cause Provider's insurance carrier(s) to furnish the Provider with either: 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so

orally or in writing by the Provider, provide original certified copies of policies including all endorsements and all attachments, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Provider prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this agreement shall terminate forthwith, unless the Provider receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments evidencing coverage set forth herein and the insurance required herein is in full force and effect. Provider shall furnish the Provider with original certificate(s) of insurance and certified original copies of the endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

k. It is understood and agreed to by the parties hereto and the insurance company(ies), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the Provider's, San Bernardino County's and Riverside County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

l. If there is a material change in the scope of services or the term of this Agreement, including any extensions that exceeds five (5) years, each County reserves the right to adjust the types of insurance required under this agreement and the monetary limits of liability for the insurance coverage during the term of this Agreement.

m. Provider shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

n. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the contracting County. The County shall have the right to require the Provider to maintain insurance for the benefit of each County, and its departments, agencies, and districts, including their officers, employees elected or appointed officials and agents or representative thereof.

D. ASSIGNMENT AND SUBCONTRACTING

No party shall assign or subcontract any interest in this MOA, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of the parties hereto. Any attempt to assign, subcontract or delegate any interest without written consent shall be deemed void and of no force or effect.

E. MANDATED REPORTING

California law requires certain persons to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud. These individuals are known under the law as "mandated reporters." Provider is a "mandated reporter" in the state of California, Provider understands and acknowledges his/her responsibility to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or

fraud in compliance with the applicable requirements under Penal Code Sections 11160-11164; 11165 -11174.3 or Welfare & Institutions Code Sections 15600 et seq, respectively.

Also, as a "mandated reporter", Provider shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement receive training in the identification and reporting of domestic violence, child abuse or neglect, and/or dependent adult/elder abuse or fraud. The training must comply with the applicable Penal Code & Welfare Institutions Code sections.

F. RECORDS, INSPECTIONS, AND AUDITS

1. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this MOA, shall be subject to inspection and test by each County or any other State regulatory agencies at all reasonable times. This may include, but is not limited to, monitoring or inspecting Provider performance through any combination of on-site visits, inspections, evaluations, and Provider self-monitoring. Provider shall reasonably cooperate with any such inspector or Riverside County representative reviewing compliance with this Agreement, subject to any laws or regulations (including HIPAA), and permit access to all necessary locations, equipment, materials, or other reasonably requested items.

2. Provider shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. Provider shall maintain these records for at least three (3) years after final payment has been made or, if an audit is commenced during such period, until pending county, state, and federal audits are completed, whichever is later.

3. Any authorized county, state or the federal representative shall, subject to any laws or regulations (including HIPAA), have access to all books, documents, papers, electronic data, and other records they reasonably determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as Riverside County. Any such audit, evaluation, inspection, review, assessment, or examination conducted by Riverside County under this Agreement will be at Riverside County's sole cost and expense.

4. If Provider disagrees with an audit, Provider employ a Certified Public Accountant (CPA) to prepare and file with Riverside County its own certified financial and compliance audit. Provider shall not be reimbursed by Riverside County for such an audit regardless of the audit outcome.

5. Provider shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit Riverside County or other inspector to assess and evaluate Provider's performance at any time, upon reasonable notice to the Provider.

XIII. GENERAL

A. EFFECTIVE PERIOD

This MOA shall be effective upon execution and continues through June 30, 2028, unless terminated earlier in accordance with the terms hereof.

B. DISPUTES

The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this MOA, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. If either party is dissatisfied with the decision, that party may pursue all legal rights and remedies in a court of competent jurisdiction. If practical, the PARTNER shall proceed diligently with the performance of this MOA pending the resolution of a dispute.

Prior to the filing of any legal action related to this MOA, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

C. MODIFICATION OF TERMS

No addition to or alteration of the terms of this MOA, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

D. TERMINATION

Either party to this MOA may withdraw from this MOA at any time, with or without cause, by giving thirty (30) days written notification to the other party. Upon a party's withdraw, if applicable, the withdrawing party shall make payment for its portion of Additional Costs incurred prior to the date of withdraw in accordance with the terms of this MOA.

For changes to participation in the Children's Crisis Continuum Pilot Project, such as a party ceasing participation, the Lead County is required to provide written notification to the CDSS and DHCS within thirty (30) calendar days.

E. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this MOA shall be addressed as follows:

Riverside County

DPSS
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

Invoices and other financial documents:
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503
ClientServicesContracts@rivco.org

San Bernadino County

San Bernardino County Human Services
Attention: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515
HSASDContractsUnit@HSS,sbcounty.gov

Invoices and other financial documents:
San Bernardino County Human Services Budget and Fiscal Services
150 S. Lena Road
San Bernardino, CA 92415-0515

F. INDEPENDENT CONTRACTORS

The parties to this MOA are independent contractors and shall not be deemed employees of the other.

G. COMPLIANCE WITH RULES, REGULATIOINS AND DIRECTIVES

The parties shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon San Bernardino County.

H. FORCE MAJEURE

If any party is unable to comply with any provision of this MOA due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

I. GOVERNING LAW

This MOA shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this MOA shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California. The parties waive any provision of law providing for a change of venue to another location. In the event any provision in this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. The parties to this MOA and their counsel have reviewed and revised this MOA, and the normal rule of construction to the effect that any ambiguities in an agreement are to be resolved against the drafting party shall not be employed in the interpretation of this MOA.

J. SIGNED IN COUNTERPARTS

This MOA may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

K. ELECTRONIC SIGNATURES

Each party of this MOA agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOA. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

This MOA may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOA. The parties shall be entitled to sign and transmit an electronic signature of this MOA (whether by facsimile, PDF, or other email transmission), which signature shall be

binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOA upon request.

L. ENTIRE MEMORANDUM OF AGREEMENT

This MOA constitutes the entire agreement between Riverside County and San Bernardino County hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

Exhibit A -DPSS 2076A, DPSS 2076B & Instructions
COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit

From: _____
Remit to Name
_____
Address
_____
City, State and Zip Code
_____
Contract Number

Total amount requested _____ for the period of _____ 20 ____

Select Payment Type(s) Below:

☐ Advance Payment $ _____
(if allowed by Contract/MOU)

☐ Actual Payment $ _____
(Same amount as 2076B if needed)

☐ Unit of Service Payment $ _____

_____ (# of Units) x _____ (Unit Price) = ($) _____

_____ (# of Units) x _____ (Unit Price) = ($) _____

_____ (# of Units) x _____ (Unit Price) = ($) _____

_____ (# of Units) x _____ (Unit Price) = ($) _____

(# of Units) x _____ (Unit Price) = ($) _____

Any questions regarding this request should be directed to and authorized by:

_____
Name Phone Number

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

If amount authorized is different from the amount requested, please explain:

_____
MRU Authorization Date

_____
Amount Authorized

_____
Invoice Number

_____
PO Number

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required).

Invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A. [see method, time, and schedule/condition of payments).

(Please type or print information on all DPSS Forms.)

DPSS 2076A

CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address" "City, State, and Zip Code"

The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

Fill in the total amount and billing period you are requesting payment for.

"Payment Type"

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B)				
CONTRACTOR:				
ACTUAL EXPENDITURES FOR (MM/YYYY)				
CONTRACT #:				
EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT

List each item as outlined in contract budget.

TOTAL BUDGET/EXPENSES				

List each type of contribution				

TOTAL IN-KIND/CASH MATCH				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE

Exhibit B
HIPAA Business Associate Agreement
Addendum to Contract
Between the Riverside County and San Bernadino County

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of (DPSS-0004743 "Underlying Agreement") between Riverside ("County") and San Bernardino County ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

   A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

      (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

         (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

         (b) The unauthorized person who used the PHI or to whom the disclosure was made;

         (c) Whether the PHI was actually acquired or viewed; and

         (d) The extent to which the risk to the PHI has been mitigated.

      (2) Breach excludes:

         (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

         (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

         (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

   B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

   C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:

(1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,

(2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:

(a) The disclosure is required by law; or,

(b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will Hold such PHI disclose such PHI and/or ePHI that the person will:

(i) and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,

(ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

(3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,

(4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.

B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.

D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

(1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;

(2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);

(3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

(4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. Obligations of County.

A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.

D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

   A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of45 CFR §164.504I. Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

   B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.

   C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

   D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.

   E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

   F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

   G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.

   H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).

   I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.

   J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.

   K. Use appropriate administrative, technical, and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by Contractor's workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

(1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. Hold Harmless/Indemnification.

A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

(3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

(1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.

F. **Interpretation of Addendum.**

(1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.

(2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: P.O. Box 1569
Riverside, CA 92502

County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

——————— TO BE COMPLETED BY COUNTY PERSONNEL ONLY———————

County Departmental Officer: _____

County Departmental Officer Title: _____

County Department Address: _____

County Department Fax Number: _____

II. Final Work Plan and Budget Components

A. Pilot Overview:

A large number of our foster youth require an intricate level of acute care that often times are difficult to meet in a standard family-based setting. One major goal of the Children's Crisis Continuum Pilot Program (CCCPP) is to develop family-based placements that are capable of caring for youth with high acuity needs. The state of California is in a crisis where the enhanced placement needs of the youth are very difficult to address due to the gaps that exist in the current continuum including but not limited to providers reducing their capacity or closed/ing their doors, with no alternative placement options for youth with unmet complex needs. Additionally, in Riverside and San Bernardino Counties we have seen a decrease in family-based placement settings for this population. This has put both counties in a position of having long wait periods for placements or viable placement options for our youth.

The Inland Empire Collaborative (IEC), which is a partnership between Riverside and San Bernardino Counties, has built this pilot designed to support *every* child with a strong system of care approach. This pilot will address the gaps in the continuum of services and placements so that all needs of the youth are met within the least restrictive environment. This pilot will provide seamless transitions from one placement to another with services available and in place before each youth's transition. The IEC will provide the oversight to services for youth and families where youth are the subject of maltreatment, providing a variety of placement options, including those integrated with behavioral health services. The oversight will occur from the moment they enter out of home care until they successfully meet treatment goals and stabilize in the least restrictive environment.

The IEC has an established workgroup in each county that meets respectively on a weekly basis to discuss identified youth with acute, complex care needs to identify barriers to placement services due to history of instability, significant Mental Health and/or Behavioral needs. The complex treatment needs of these identified youth create extreme challenges to provide placements in family-based settings. This weekly workgroup meeting serves as the preliminary marker for identifying potential youth from each county for the pilot by completing the IEC referral form.

The IEC has built a program with the capacity to provide short-term crisis stabilization, therapeutic interventions, and specialized programming to foster youth. The pilot will provide a trauma-focused continuum of care designed to support acute and complex needs including crisis-response in a family-based setting. Non-family-based service settings within the pilot shall include a trauma-focused model of care, be unlocked, but staff secured, with a high degree of qualified supervision and structure and shall also align with the goals of maintaining family and community connection and supporting the rapid and successful transition of the youth back into family-based settings. Treatment options under the pilot support California's commitment to keeping youth in family-based settings to the greatest possible degree based on the best interest of the youth.

The IEC will ensure pilot providers successfully deliver SMHS to each youth, with specialized mental health staff in each aspect of the continuum. Pilot providers will be trained in trauma informed care. There will be oversight of these services from the MHP in each county. Substance Use Disorders (SUDS) prevention will also be an aspect of each program in the pilot. Prevention services will be available directly from the provider. Recovery Services, in both counties will be

provided by the county SUDS team. This will include assessments and referrals to treatment. Medications for addiction will be provided by a medical doctor, off site. Educational needs will be met through collaboration with the local school district, as well as both counties have educational liaisons/case managers that will assist in educational needs of the youth. The IEC will work together with Inland Regional Center (IRC) on cases where identified youth meet Regional Center criteria for services related to developmental and/or intellectual needs, placement coordination, crisis stabilization and transitional services. Medical needs will be provided off site, though a doctor's office, or the local hospital.

The IEC will utilize a Wrap-Informed Intensive Community-Based Model. Family voice with informed choice is the driving force in coordination of services. We understand that community-based and intensive care allows for efforts to engage families continually. The Intensive Transition Planning (ITP) teams will be integral in ensuring coordination of services with the contracted providers throughout the duration of the pilot. The ITP team consists of three Behavior Health staff (i.e., Clinical Therapist, Rehab Specialist, and Peer Partner) from Riverside and San Bernardino County Departments of Behavioral Health (DBH). This ITP team will exist for every four-youth enrolled in the pilot. They will serve as the center of the coordination and service planning, as they will coordinate the weekly workgroup meetings. The ITP team will be responsible for contacting providers, inviting them to CFTM meetings to discuss the youth's complexed needs, interventions, treatment goals, and supports tailored to ensure the youth can smoothly transition through the continuum of care . The ITP team is responsible for making sure that youth will remain connected to any supports and services that they can continue to access after transitioning out of the CCRP. The ITP team will also report to the PAT team the status of each youth as they matriculate through the various levels of care during their treatment. In addition, the Program Administrator, IEC Steering Committee representatives, and all providers will meet monthly via a Joint Operation Meeting (JOM) where the provisions for the pilot, contractual language, and service coordination is reviewed and discussed to remove any barriers. The frequency of the JOMS meetings will be re-evaluated as the need arises.

The IEC has an established work group in each county that meets respectively on a weekly basis to discuss identified youth with acute, complex care needs to identify barriers to placement services due to history of instability, significant Mental Health and/or Behavioral needs. The complex treatment needs of these identified youth create extreme challenges to provide placements in family-based settings. This weekly work group meeting serves as the preliminary marker for identifying potential youth from each county for the pilot by completing the IEC referral form.

The IEC will utilize a Pilot Admissions Team (PAT) comprised of representatives from both counties' child welfare, probation, and behavioral health departments, as well as an IEC Program Administrator, to review and discuss the referrals to determine if the youth meet the criteria for the pilot. The IEC Program Administrator as staff of the lead agency, will work closely with Riverside County Fiscal Department, Accounting team to monitor the budget and ensure funding supports pilot participants.

B. Personnel and Material Resources:

Riverside County Positions

Administrative Services Manager (ASM**)**, Program Specialist II (PS II), and Clerical Staff. The Lead Deputy Director and the Inland Empire Collaborative will be consulted as necessary.

The Administrative Services Manager will be the main point of contact for the providers and the Transition Planning team. The Administrative Services Manager will make monthly progress reports to the Inland Empire Collaborative (IEC) Steering Committee and coordinate on all matters relating to the execution of this pilot. Additionally, the ASM will provide oversight to the program, work closely with Community Care Licensing to ensure the providers remain licensed, in good standing, monitor performance, and evaluate any concerns.

The Program Specialist (PS) will ensure the specific strategies, treatment, services, and supports are identified for the youth and discussed in the weekly work group meetings. Additionally, the PS will work with the data collection team. The collaborative will leverage its existing data collection teams, to compile and create highly complex statistical reports to ensure operation activities meet pilot requirements. Additionally, each provider will also collect client level data to provide to the IEC. Analysis from each county will be used to pull data and develop dashboards for the pilot.

The Clerical Staff will assist in the development of the recommended policies and procedures; review present and pending legislation related to the pilot. Assist in recommendations, establishing contract forms and procedures, and monitor contract adherence and terms.

San Bernardino County Positions

Special Projects Manager: Master's degree in social work. The special Projects manager will coordinate with Riverside County and be the liaison between Riverside County, and San Bernardino County. They will also coordinate efforts for youth in the pilot in San Bernardino County, between internal departments, such as Children Family Services (CFS), Department of Behavioral Health (DBH), and Probation. Ensure regular meetings are occurring and data is being collected.

Other Resources

Youth considered for referral to the Pilot Admissions Team (PAT) are identified by the Interagency Placement Committee (IPC). The IPC determines the overall placement level of the youth, while the PAT determines eligibility for the pilot. The Inland Empire Collaborative (IEC) has an established work group in each county that meets respectively on a weekly basis to discuss youth identified by the IPC. This work group consists of placement managers, supervisors, and social workers, from both counties, others will be invited based on the youth. Once the workgroup from each county identifies a youth to present for the pilot, the youth will be presented at the (PAT). This weekly work group meeting serves as the preliminary marker for identifying potential youth from each county for the pilot by completing the IEC referral form. The IEC will utilize a (PAT) comprised of representatives from both counties' child welfare, probation, and behavioral health departments, as well as an IEC Program Administrator (this is the position of the ASM), to review and discuss the referrals to determine if the youth meet the criteria for the pilot.

Subcontractors:

Children's Crisis Residential Programs (CCRP)

- Trinity (Yucaipa)
- New Beginnings (RAJA)

Intensive Services Foster Care – Foster Family Agencies

- The Heart Matters
- Seneca Family of Agencies (Backup)

Children's Crisis Residential Programs (CCRP)
The facilities will serve youth experiencing acute mental health crisis as an alternative to psychiatric hospitalization. They will meet the needs of all gender male, female, and non-binary youth. Each youth will have their own room with one-to-one support as needed. Two CCRP's will be identified, they will each have one bed, and will provide structured mental health treatment services tailored to each youth, individual and group counseling, crisis stabilization, (to include treatment focused on the immediate needs to resolve the crisis at the time), creative activities that encourages positive socialization and linkages to resources within the community, medication support services, and targeted case management and family finding. In addition, CCRP's mental health program staff will meet once every 3 days or more to discuss the mental health progress of the youth along with their diagnosis, treatment planning, transition and aftercare services for each youth admitted.
The identified CCRP's will be required to participate in weekly work group meetings coordinated by the Intensive Transition Planning (ITP) team to discuss the youth's complex needs, interventions, treatment goals, and supports tailored to ensure the youth can smoothly transition through the continuum of care whether that is most restrictive or lower level of care. The weekly work group meetings will identify any adjustments needed to the treatment plan and ensure that service referrals are occurring. The ITP team is responsible for making sure that youth will remain connected to any supports and services that they can continue to access after transitioning out of the CCRP.

Intensive Services Foster Care Homes (ISFC)
The pilot will support four (4) ISFC beds that includes two (2) E-ISFC and two (2) ISFC with Integrated Wrap. Each E-ISFC and ISFC with integrated wrap home will have one bed per home. ISFC homes are intended to be linked directly with supportive community-based services to prevent placement disruption and build natural support systems around a youth with intensive needs. ISFC with Integrated Wrap parents are specially trained and supported to stabilize and nurture children in a home setting with fully integrated behavioral health supports utilizing Therapeutic Foster Care (TFC) and Wraparound. The E-ISFC model integrates ISFC-level homes with additional staffing supports to support youth with the most complex and challenging emotional and behavioral needs in a home-based setting. Due to the complexity of their needs, the youth require high-intensity individualized treatment. The intent is to stabilize the youth, develop an individualized treatment plan, and create a natural support system as well as a nurturing home that will allow the youth to receive the necessary treatment to integrate them into a less intensive treatment program. Within 72 hours of placement, the youth will receive an assessment for SMHS as well as an SUD screening to determine the array of services needed for the youth. The intensive mental health services are strategically individualized and evaluated on an ongoing basis. Each youth is evaluated to receive some, or all, of the mental health services that are available including individual, family, and group therapy, Intensive Home-Based Services (IHBS), Intensive Care Coordination (ICC), rehabilitation, collateral and case management, and medication management services. When Therapeutic Behavioral Services (TBS) are determined to be a need, the provider will make a referral to the appropriate MHP to arrange provision of that service. In addition, once the SUD screening is completed by the provider, they will follow the protocols to refer to the appropriate level of care.

i. **Subcontractor's key personnel.**
Organization: The Heart Matters
Contact Name: Carrie Mathews
E-mail: cmathews@thmffa.org

Provides ISFC Services and will continue to develop a targeted strategy to recruit specialized, experienced, trauma-informed caregivers for the youth in the pilot. This subcontractor will recruit Professional Parents who will be fully committed to caring for youth placed in the home 24 hours a day. They will have experience in working with youth with behavioral issues, mental health diagnoses, and/or specialized health care needs. The subcontractor will also collaborate with the ITP team to provide supportive services to the youth in the pilot. The ITP team will be led by Behavioral Health partners in each county, with each provider offering support. Additionally, the subcontractor will possess an understanding of how to support the needs of youth with a history of mental, emotional, or physical trauma.

Organization: Trinity
Contact Name: Cher Ofsteddahl
E-mail: Cher@TrinityYS.org
The provider will stand up a new facility to provide STRTP/CCRP services. Upon becoming licensed as a CCRP, the subcontractor will serve youth experiencing acute mental health crisis as an alternative to psychiatric hospitalization. Provide beds to meet the needs of these youth at the time a youth is discharged from a Crisis Stabilization Unit and require a higher level of care. The subcontractor will also collaborate with the ITP team to provide supportive services to the youth in the pilot. The ITP team will be led by Behavioral Health partners in each county, with each provider offering support.

Organization: New Beginnings
Contact Name: Gail Lacey
E-mail: glacy@nbrtf-ie.org
The provider will stand up a new facility to provides STRTP/CCRP services. Upon becoming licensed as a CCRP, the subcontractor will serve youth experiencing acute mental health crisis as an alternative to psychiatric hospitalization. Provide beds to meet the needs of these youth at the time a youth is discharged from a Crisis Stabilization Unit and require a higher level of care. The subcontractor will also collaborate with the ITP team to provide supportive services to the youth in the pilot. The ITP team will be led by Behavioral Health partners in each county, with each provider offering support.

Organization: Seneca Family of Agencies
Contact Name: Erin Grierson
E-mail: erin.grierson@senecacenter.org
Provides Expedited Services to support complex care needs youth to preserve and stabilize placements. Within 72 hours, at any service level in the pilot, the youth will receive an assessment for SMHS as well as an SUD screening to determine the array of services needed for the youth. These services will follow the youth through all levels of placement to provide continuity of care. These services will be provided as long as the youth is involved in the pilot. The intensive mental health services are strategically individualized and evaluated on an ongoing basis. Each youth is evaluated to receive some, or all, of the mental health services that are available including individual, family, and group therapy, Intensive Home-Based Services (IHBS), Intensive Care Coordination (ICC), rehabilitation, collateral and case management, and medication management services. When Therapeutic Behavioral Services (TBS) are determined to be a need, the provider will make a referral to the appropriate MHP to arrange provision of that service. In addition, once the

SUD screening is completed by the provider, they will follow the protocols to refer to the appropriate level of care. Seneca will also provide ISFC Services they will continue to develop a targeted strategy to recruit specialized, experienced, trauma-informed caregivers for the youth in the pilot. This subcontractor will recruit Professional Parents who will be fully committed to caring for youth placed in the home 24 hours a day. They will have experience in working with youth with behavioral issues, mental health diagnoses, and/or specialized health care needs. The subcontractor will also collaborate with the ITP team to provide supportive services to the youth in the pilot. The ITP team will be led by Behavioral Health partners in each county, with each provider offering support.

Organization: Pacific Clinics (Success First Early Wraparound)
Contact Name: Candy Curiel
Email: candy.curiel@pacificclinics.org
Provides a Wrap-Informed Full-Service Partnership to help children during difficult transitions (e.g., residing in the office). In addition to providing ExTS to support complex needs youth to preserve and stabilize placements.

Organization: San Bernardino, CSU
Contact Name: Dianne Wolkenhauer
Email: dwolkenhauer@dbh.sbcounty.gov
Type of services provided: Crisis Stabilization Services

Describe Existing Relationship and Collaboration: Service youth in need of 23-hour stabilization and medication management

Organization: Riverside, CSU: Telecare – Perris
Contact Name: Venise Russ
E-mail: vruss@telecarecorp.com

Type of services provided: Crisis Stabilization Services
Describe Existing Relationship and Collaboration: Service youth in need of 23-hour stabilization and medication management

Organization: Riverside, CSU: Telecare - Palm Springs
Contact Name: Stephanie Ramirez
E-mail: stramirez@telecarecorp.com
Type of services provided: Crisis Stabilization Services
Describe Existing Relationship and Collaboration: Service youth in need of 23-hour stabilization and medication management

Key personnel:
Riverside County:

- Administrative Services Manager
- Program Specialist
- Clerical Staff

San Bernardino County:

- Special Projects Manager.

Department of Behavioral Health for Riverside and San Bernardino County:

- Clinical Therapist
- Rehab Specialist
- Peer Partner

ii. Provide detail as to their role in the pilot.

The **Administrative Services Manager (ASM)** will be the main point of contact for the providers and the Transition Planning team. The Administrative Services Manager will make monthly progress reports to the Inland Empire Collaborative (IEC) Steering Committee and coordinate on all matters relating to the execution of this pilot. Provide oversight to the program, work closely with Community Care Licensing to ensure the providers remain licensed and in good standing, and Monitor performance and evaluate any concerns. Additionally, The Program Administrator will be responsible for controlling, monitoring, and evaluation subcontractors work by creating a SharePoint site where data will be entered and stored throughout the length of the pilot.

The **Program Specialist (PS)** will ensure the specific strategies, treatment, services, and supports are identified for the youth and discussed in the weekly team meetings. Additionally, the PS will work with the data collection team to ensure the tracking and reporting of deliverables for the pilot.

The **Clerical Staff** will assist in the development of the recommended policies and procedures; review present and pending legislation related to the pilot. Assist in recommendation and establishing contract forms and procedures and monitor contract adherence and terms.

The **Special Projects manager** will coordinate with Riverside County and be the liaison between Riverside County, and San Bernardino County. They will also coordinate efforts for youth in the pilot in San Bernardino County, between internal departments, such as Children Family Services (CFS), Department of Behavioral Health (DBH), and Probation. Ensure regular meetings are occurring and data is being collected.

The **Clinical Therapist** is the Lead in the ITP teams. They will ensure all coordination of services for youth in the pilot, including the design and implementation of personalized treatment plans and interventions.

The **Rehab Specialists** provide supportive and direct services to high-risk youth with behavior problems, mental illness, and academic problems in the school setting.

Peer Partners will provide support and advocacy to the youth in the pilot.

iii. Provide a list of material resources needed to implement the pilot

1. Material resources include any facilities or sites that will be utilized as part of the pilot. Please provide an address and contact information for each facility.

CCRP: Trinity, Yucaipa Address: 10776 Fremont St., Yucaipa, CA 92399 Phone number: 909-797-0114

CCRP: **New Beginnings,** Address: 2579 Spectacular Bid St., Perris, CA 92571 Phone number: 951-943-5480

ISFC: The Heart Matters. Address: 21935 Van Buren St. Suite A-1, Grand Terrace, Ca 92313. Phone number: (909) 906-1023.

ISFC: Seneca Family of Agencies. Address: 233 S. Quintana, Anaheim Hills, Ca 92807 (714) 957-1004

C. Methodology Table:

IEC Methodology Table

ID	Activity	Description	Date	Responsible Party
1	Providers will obtain appropriate licenses.	Deliverable: providers will have a license to operate a CCRP	7/1/23-6/30/24	Providers
1.1		Providers apply for licensure. Providers will have to submit necessary documentation to the state to obtain the necessary license.	7/1/23-6/30/24	Providers
1.2		Collaborative will support the providers in any necessary documentation needed, as well as assist in any startup costs associated with	7/1/23-6/30/24	Inland Empire Collaborative (IEC)
1.3		Collaborative will assist providers with any startup costs associated with developing of a CCRP.	7/1/23-6/30/24	Inland Empire Collaborative (IEC
1.4		Consistent meeting schedule will need to be established between collaborative and providers to discuss progress and any barriers.	7/1/23-6/30/24	Inland Empire Collaborative (IEC)/Providers
1.5		Providers will obtain licensure	7/1/23-6/30/24	Inland Empire Collaborative (IEC)/Providers
2	Communication plan for Juvenile Courts in both counties	Deliverable: Create and Implement the Communication Plan	7/1/23-3/30/24	Inland Empire Collaborative (IEC)
2.1		Determine parties that need to be notified at Juvenile Court about the pilot	7/1/23-3/30/24	Inland Empire Collaborative (IEC)
2.2		Determine what information Juvenile Court need to know about the pilot and when a youth enters the pilots.	7/1/23-3/30/24	Inland Empire Collaborative (IEC)
2.3		Determine method of communication to identified parties.	7/1/23-3/30/24	Inland Empire Collaborative (IEC)
2.4		Develop communication plan, on going communication, and communicate plan to all parties.	7/1/23-3/30/24	Inland Empire Collaborative (IEC)
2.5		Implement Communication Plan	7/1/23-3/30/24	Inland Empire Collaborative (IEC)
3	Engage Policy to develop Pilot Policies and Procedures	. Deliverable: Policies and procedures around pilot requirements (see attachment D)	7/1/23-6/30/24	Inland Empire Collaborative (IEC)
3.1		. Develop policies and procedures for Children's staff to refer a youth to the pilot.	7/1/23-6/30/24	Inland Empire Collaborative (IEC)/Providers
3.2		Develop procedures between providers and Children's regrading in pilot (e.g. How to handle 14 day notices, etc.)	7/1/23-6/30/24	Inland Empire Collaborative (IEC)/Providers
4	Counties to establish MOUs (all inclusive)	Deliverable: MOU between Riverside and San Bernardino County	Current-9/30/23	Inland Empire Collaborative (IEC)
4.1		Riverside and San Bernardino County will draft MOU specifically for CCC Pilot	Current-9/30/23	Inland Empire Collaborative (IEC)

EXHIBIT C

Inland Empire Collaborative Response – Riverside & San Bernardino Counties

ID	Activity	Description	Date	Responsible Party
4.2		MOU will go before the board.	Current-9/30/23	Inland Empire Collaborative (IEC)
4.3		MOU will be approved.	Current-9/30/23	Inland Empire Collaborative (IEC)
5	Pilot Admissions Team (PAT) - comprised of representatives from both counties' child welfare, probation, behavioral health departments and the Pilot Administrator will review and discuss the referrals to determine if the youth meet the criteria for the pilot. Referral packet for pilot.	Deliverable: PAT team developed, with referral packet for pilot.	7/1/23-9/30/24	Inland Empire Collaborative (IEC)
5.1		Determine appropriate personnel that would need to be on PAT team from each county.	7/1/23-9/30/24	Inland Empire Collaborative (IEC)
5.2		Set meeting schedule for PAT team.	7/1/23-9/30/24	PAT Team
5.3		Develop referral packet for youth.	7/1/23-9/30/24	PAT Team
5.4		Develop process for admitting youth into the pilot.	7/1/23-9/30/24	PAT Team
5.5		Develop process for youth exiting the pilot.	7/1/23-9/30/24	PAT Team
5.6		Referrals will come into the PAT team and youth will begin being accepted into the pilot.	9/30/24-	PAT Team
6	Provide training to all pilot staff and subcontractors.	Deliverable: All pilot staff and subcontractors will be trained on pilot procedures.	7/1/23-9/30/24	Inland Empire Collaborative (IEC
6.1		. Provide orientation on pilot requirements including scope of work and contract. This training will include an overview of the pilot, all levels of the continuum, as well as the process for step downs and the role of the ITP Teams.	7/1/23-9/30/24	Inland Empire Collaborative (IEC)
6.2		Provide training from American Society of Addiction Medicine (ASAM). Provide training to providers for a better understanding of substance use/abuse.	7/1/23-9/30/24	Inland Empire Collaborative (IEC)/Providers
6.3		. Provide training on Together Facing the Challenge (FFAs) training. This training is intended to train providers on Therapeutic foster care.	7/1/23-9/30/24	Inland Empire Collaborative (IEC)
7	Data Collection	Deliverable: CDSS/DHCS evaluation of the pilot through the use of data collection	7/1/23-6/30/28	Inland Empire Collaborative (IEC
7.1		Along with CDSS, Draft a collection tool for participants, approve tool, and implement.	7/1/23-12/30/23	Inland Empire Collaborative (IEC
7.4		Create a dashboard to track key performance indicators for the pilot.	7/1/23-12/30/23	Inland Empire Collaborative (IEC

EXHIBIT C

Inland Empire Collaborative Response – Riverside & San Bernardino Counties

ID	Activity	Description	Date	Responsible Party
7.5		Create a SharePoint site to enter and store data throughout the length of the pilot.	7/1/23-12/30/23	Inland Empire Collaborative (IEC
7.6		Work with CDSS to provide any data needed	7/1/23-12/30/23	Inland Empire Collaborative (IEC
7.7		Use data to submit quarterly report to CDSS	7/1/23-6/30/28	Inland Empire Collaborative (IEC
7.8		Submit final report to CDSS	7/1/27-6/30/28	Inland Empire Collaborative (IEC
7.6			7/1/23-12/30/27	Inland Empire Collaborative (IEC
8.1	Assist Provider with start up.	Ensure program staff have all required agency-specific training (i.e., trauma informed, medication management, etc.)	7/1/23-6/30/24	Providers
8.2		Clear all homes through each Counties Children's Placement Unit.	7/1/23-6/30/24	Providers
8.3		Consistent meeting schedule to navigate startup barriers. These can include applying for IMC rates.	7/1/23-12/30/27	Inland Empire Collaborative (IEC)/Providers
8.4		Collaborative will assist providers with any startup costs associated with developing the of Enhanced ISFC's	7/1/23-6/30/24	Inland Empire Collaborative (IEC)/Providers
8.5		E-ISFC Homes will be available for placement	7/1/23-6/30/24	Inland Empire Collaborative (IEC)/Providers
9	Assist the youth in transitions in the pilot.	Deliverable: Will provide Intensive Transition Planning Teams to provide services to the youth in the pilot.	10/1/23-6/30/24	Inland Empire Collaborative (IEC)/Providers
9.1		Hire Staff	10/1/23-6/30/24	Inland Empire Collaborative (IEC)/Providers
9.2		Ensure program staff have all required agency-specific training (i.e., trauma informed, service provision, etc.)	10/1/23-6/30/24	Inland Empire Collaborative (IEC)/Providers
9.3		Ensure staff receive training regarding the pilot. This training will include training on all levels of the continuum, as well as the policies and procedures that will be developed for the pilot.	10/1/23-6/30/24	Inland Empire Collaborative (IEC)/Providers
9.4		Provide support and case management to ensure the youth are stabilizing in placement.	7/1/24-6/30/27	Inland Empire Collaborative (IEC)/Providers
9.5		Offer aftercare services to the youth in the pilot. For 6 months.	7/1/24-6/30/27	Inland Empire Collaborative (IEC)/Providers
10	County staff assigned to pilot.	Deliverable: Riverside County to assign staff for oversight of the Pilot.	7/1/23-6/30/24	Riverside County-Children's
10.1		Children's Services In Riverside County to hire for Program Administrator Staff	7/1/23-6/30/24	Riverside County-Children's
10.2		Leverage Joint Operation Meeting (JOM) –JOM is comprised of administrative staff that oversees contacts and MOUs. The lead will be providing oversight of the pilot to ensure all contacts and MOUS are in compliance.	7/1/23-12/30/27	Riverside County-Children's
11	County to hire staff for pilot	Deliverable: San Bernardino County DBH will hire peer partners for ITP teams	7/1/23-6/30/24	San Bernardino County-DBH
11.1		Will open position for applications of peer partners.	7/1/23-6/30/24	San Bernardino County-DBH
11.2		Ensure parent partners receive training on the pilot and their role on the team.	7/1/23-6/30/24	San Bernardino County-DBH
12	Develop a work group in each county	Deliverable: A team will be formed to meet regularly to discuss youth identified by the IPC.	7/1/23-9/30/24	Inland Empire Collaborative (IEC)
12.1		Determine appropriate personnel that would need to be in the work group team from each county.	7/1/23-9/30/24	Inland Empire Collaborative (IEC)
12.2		Set meeting schedule for the work group team.	7/1/23-9/30/24	Inland Empire Collaborative (IEC)

EXHIBIT C

Inland Empire Collaborative Response – Riverside & San Bernardino Counties

ID	Activity	Description	Date	Responsible Party
13	Mental Health Plans (MHP) will contract with at least one community-based organization that can be available on call 24/7.	Deliverable: A contract will be established with a community based organization to provide services to youth in the pilot.	10/1/23-3/31/24	Inland Empire Collaborative (IEC)
13.2		Expand current contracts with community based organizations	10/1/23-3/31/24	Inland Empire Collaborative (IEC)
13.3		Select a Provider	10/1/23-3/31/24	Inland Empire Collaborative (IEC)
13.4		Enter into a contract with a provider to offer clinical supportive services to the youth services to the youth	10/1/23-3/31/24	Inland Empire Collaborative (IEC)

D. IEC Timeline

Letter	Meaning
S	Start
I	In Progress
E	End
S/E	Start/End

CCCPP Timeline FY 2023-24 thru FY 2027-28

ID	Activity	Responsible Party	FY 2023-24				FY 2024-25				FY 2025-26				FY 2026-27				FY 2027-28			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	Work with pilot placement providers to ensure all necessary applications and documentations are submitting to appropriate licensing/certification agencies	Inland Empire Collaborative (IEC)	S	I	I	E																
2	Create a communication plan for Juvenile Courts in both counties	Inland Empire Collaborative (IEC)	S	I	E																	
3	Provide training to all pilot staff and subcontractors	Inland Empire Collaborative (IEC	I	I	I	E																
4	Referral Packets for Pilot Counties to establish MOUs (all inclusive)	Inland Empire Collaborative (IEC)	E																			

Inland Empire Collaborative Response – Riverside & San Bernardino Counties

ID	Activity	Responsible Party	FY 2023-24				FY 2024-25				FY 2025-26				FY 2026-27				FY 2027-28			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
5	Develop Pilot Admissions Team (PAT) - comprised of representatives from both counties' child welfare, probation, behavioral health departments and the Pilot Administrator will review and discuss the referrals to determine if the youth meets the criteria for the pilot. This will be the oversight group	Inland Empire Collaborative (IEC)			S	I	I	I	I	I	I	I	I	I	I	I	I	I	I	E		
6	Engage Policy to develop Pilot Policies and Procedures	Inland Empire Collaborative (IEC)	I	I	I	I	E															
7	Pilot collection tools (leverage CQI in this process)	Inland Empire Collaborative (IEC)	S	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	E
8	Assist Provider with start up	Provider/ Inland Empire Collaborative (IEC)	S	I	I	E																
9	Assist the youth in transitions in the pilot	Inland Empire Collaborative (IEC)		S	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	E		
10	County staff assigned to pilot.	Riverside County-Children's	S	I	I	E																
11	County to Hire staff for pilot	San Bernardino County-DBH																				

ID	Activity	Responsible Party	FY 2023-24				FY 2024-25				FY 2025-26				FY 2026-27				FY 2027-28			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
12	Develop Multi-disciplinary Teams.	Inland Empire Collaborative (IEC)																				
13	Mental Health Plans (MHP) will contract with at least one community-based organization that can be available on call 24/7.	Inland Empire Collaborative (IEC)			S	e																

E. Budget Table

Item	Deliverable ID	Pilot Expenditure	Existing Funding Source(s)	Existing Funding Amount	Project Total
Title of what Pilot $ will be used for	*Deliverable Identification # from Methodology Table associated with item*	$X,XXX,XXX	*Non-Pilot Funding Stream that will be used to Supplement Pilot $*	*Amount of Funding from Non-Pilot Funding Stream*	*Grant Funding Amount + Existing Funding Amount*
DPSS Costs - (3) Administrative Positions	5 & 10	$ 245,143	Other Social Services Revenue	$ 635,995	$ 881,138
RIV BH Costs - (1) Clinical Therapist	5 & 9	$ 706,816	-	$ -	$ 706,816
SB BH Costs - (1) Clinical Therapist II	5 & 9	$ 623,081	-	$ -	$ 623,081
Intensive Stabilization Services	8 & 9	$ 215,747	FFP Revenue	$ 2,799,688	$ 3,015,435
Crisis Residential	1	$ 5,869,216	Placement Rate (ISFC) & FFP Revenue	$ 951,327	$ 6,820,543
Enhanced ISFC w/ Integrated Wrap	8	$ 2,259,228	Placement Rate (ISFC) & Wraparound/ETS Revenue & FFP Revenue	$ 1,935,715	$ 4,194,943
ISFC w/ Integrated Wrap	8	$ 80,769	Placement Rate (ISFC) & Wraparound/ETS Revenue & FFP Revenue	$ 1,970,802	$ 2,051,571

Item	Deliverable ID	Pilot Expenditure	Existing Funding Source(s)	Existing Funding Amount	Project Total
Title of what Pilot $ will be used for	*Deliverable Identification # from Methodology Table associated with item*	$X,XXX,XXX	*Non-Pilot Funding Stream that will be used to Supplement Pilot $*	*Amount of Funding from Non-Pilot Funding Stream*	*Grant Funding Amount + Existing Funding Amount*
Department of Public Social Services Costs - (3) Administrative Positions	5 &10	$ 245,143	Other Social Services Revenue	$ 635,995	$ 881,138

Riverside County Behavioral Health Costs - (1) Clinical Therapist	5 & 9	$ 706,816	-	$ -	$ 706,816
San Bernardino County Behavioral Health Costs - (1) Clinical Therapist II	5 & 9	$ 623,081	-	$ -	$ 623,081
Intensive Stabilization Services	8 & 9	$ 215,747	FFP Revenue	$ 2,799,688	$ 3,015,435
Crisis Residential	1	$ 5,869,216	Placement Rate (ISFC) & FFP Revenue	$ 951,327	$ 6,820,543
Enhanced ISFC w/ Integrated Wrap	8	$ 2,259,228	Placement Rate (ISFC) & Wraparound/ETS Revenue & FFP Revenue	$ 1,935,715	$ 4,194,943
ISFC w/ Integrated Wrap	8	$ 80,769	Placement Rate (ISFC) & Wraparound/ETS Revenue & FFP Revenue	$ 1,970,802	$ 2,051,571
Total		**$ 10,000,000**		**$ 8,293,527**	**$ 18,293,527**

F. Budget Narrative

Item	Deliverable ID	Pilot Expenditure	Justification/Breakdown
Title of what Pilot $ will be used for	*Deliverable Identification # from Methodology Table associated with item*	$X,XXX,XXX	Narrative justification explaining: (1) What pilot funding will be used for (2) Why that specific amount of funding is necessary
DPSS Costs - (3) Administrative Positions	5 & 10	$ 245,143	Program implementation and development
RIV BH Costs - (1) Clinical Therapist	5 & 9	$ 706,816	Intensive Transition Planning team
SB BH Costs - (1) Clinical Therapist II	5 & 9	$ 623,081	Intensive Transition Planning team
Intensive Stabilization Services	8 & 9	$ 215,747	provide common thread of supportive services to ensure individualized stabilization.
Crisis Residential	1	$ 5,869,216	Provide placement for more intensive level of the continuum
Enhanced ISFC w/ Integrated Wrap	8	$ 2,259,228	placement cost to support youth with the most complex and challenging emotional behavioral needs
ISFC w/ Integrated Wrap	8	$ 80,769	placement costs so the spectrum of ISFC placement types will ensure the pilot can meet a variety of needs

.

Item	Deliverable ID	Pilot Expenditure	Justification/Breakdown

Title of what Pilot $ will be used for	*Deliverable Identification # from Methodology Table associated with item*	$X,XXX,XXX	
Department of Public Social Services Costs - (3) Administrative Positions	5 &10	$ 245,143	**ADMINISTRATIVE SERVICES MANAGER** The Program Administrator/Administrative Services Manager will provide program oversight. They will be the main point of contact for the providers and the Transition Planning team. They will meet with the IEC Steering Committee monthly to provide updates on the pilot. Additionally, the program administrator will ensure the following occur: • A dashboard is created to track key performance indicators of the pilot program. • Work closely with Community Care Licensing to ensure the contracted providers remain licensed and in good standings. • Monitor performance and elevate any concerns. • Will ensure regular visits to the placements occur to monitor for compliance. • Ensure weekly workgroup meetings occur with all providers involved in the pilot. • Maintain authority over approving the budget variations and invoicing. **PROGRAM SPECIALIST** The Program Specialist (PS) will ensure the specific strategies, treatment, services, and supports are identified for the youth and discussed in the weekly workgroup meetings. Additionally, the PS will work with the data collection team to ensure the tracking and reporting of deliverables for the pilot. review present and pending legislation related to the pilot. **CLERICAL STAFF** The Clerical Staff will assist in the development of the recommended policies and procedures; Assist in recommendations and establishing

			contract forms and procedures. Additionally, will prepare correspondence, coordinate, and note taking at various meetings.
Riverside County Behavioral Health Costs - (1) Clinical Therapist	5 & 9	$ 706,816	In both Riverside and San Bernardino counties the **Clinical Therapist (I/II)** respectively, is the Lead in the ITP teams. They will ensure all coordination of services for youth in the pilot, including the design and implementation of personalized treatment plans and interventions. • Clinical Therapist serves as lead of the ITP team, as the Intensive Care Coordinator (ICC) • Develop trauma-focused recommendations for youth engagement, communication, and transition preparedness. • Identify the individualized services and supports needed and the relevant system partners. • Identify significant safety risks and provide clinically based recommendations to mitigate these risks to the greatest extent possible based on collaboration with the CFT and input from the IPC. • Work closely with the youth's family, home based caregivers, or STRTP or CTF provider to prepare the family, caregiver, or provider for the youth's return.
San Bernardino County Behavioral Health Costs - (1) Clinical Therapist II	5 & 9	$ 623,081	In both Riverside and San Bernardino counties the **Clinical Therapist (I/II)** respectively, is the Lead in the ITP teams. They will ensure all coordination of services for youth in the pilot, including the design and implementation of personalized treatment plans and interventions. • Clinical Therapist serves as lead of the ITP team, as the Intensive Care Coordinator (ICC) • Develop trauma-focused recommendations for youth engagement, communication, and transition preparedness. • Identify the individualized services and supports needed and the relevant system partners.

			• Identify significant safety risks and provide clinically based recommendations to mitigate these risks to the greatest extent possible based on collaboration with the CFT and input from the IPC. • Work closely with the youth's family, home based caregivers, or STRTP or CTF provider to prepare the family, caregiver, or provider for the youth's return.
Intensive Stabilization Services	8 & 9	$ 215,747	Provides a common thread of supportive services to ensure individualized stabilization. Provides Expedited Services to support complex care needs youth to preserve and stabilize placements. These services will follow the youth through all levels of placement to provide continuity of care.
Crisis Residential	1	$ 5,869,216	The identified CCRP's that are part of the pilot will be required to participate in weekly workgroup meetings to discuss the youth's complex needs, interventions, treatment goals, and supports tailored to ensure the youth can smoothly transition through the continuum of care whether that is most restrictive or lower level of care.
Enhanced ISFC w/ Integrated Wrap	8	$ 2,259,228	The E-ISFC model integrates ISFC-level homes with additional staffing supports to support youth with the most complex and challenging emotional and behavioral needs in a home-based setting.
ISFC w/ Integrated Wrap	8	$ 80,769	ISFC with Integrated Wrap parents are specially trained and supported to stabilize and nurture children in a home setting with fully integrated behavioral health supports utilizing Therapeutic Foster Care (TFC) and Wraparound.
Total		**$ 10,000,000**	

Department of Public Social Services Expenses					Year 1	Year 2	Year 3	Year 4	Year 5

Payroll		**FTE**	**Annual Salary**						
	Admin Services Manager II	0.50	$116,443	$58,222	$29,111	$58,222	$60,551	$62,973	$65,492
	Program Specialist II	0.50	$74,221	$37,111	$18,556	$37,111	$38,595	$40,139	$41,745
	Office Assistant II	0.50	$41,387	$20,693	$10,347	$20,693	$21,521	$22,382	$23,277
Total Salaries			**$232,051**	**$116,026**	**$58,013**	**$116,026**	**$120,667**	**$125,494**	**$130,513**
	Benefits @ 60%		$139,231	$69,615	$34,808	$69,615	$72,400	$75,296	$78,307
Total Payroll			**371,282**	**$185,641**	**$92,821**	**$185,641**	**$193,067**	**$200,789**	**$208,821**
1-5 Year Total									**$881,138**

Riverside County Behavioral Health Expenses					Year 1	Year 2	Year 3	Year 4	Year 5
Payroll		**FTE**	**Annual Salary**						
	Clinical Therapist	1	$93,525			$93,525	$97,266	$101,157	$105,203
	Operational Expenses		$2,500			$2,500	$2,500	$2,500	$2,500
	Admin		$21,895			$21,895	$21,895	$21,895	$21,895
Total Salaries		**1**	**$117,920**			**$117,920**	**$121,661**	**$125,552**	**$129,598**
	Benefits @ 55%		$49,944			$49,944	$51,941	$54,019	$56,180
Total Payroll			**$167,864**			**$167,864**	**$173,603**	**$179,571**	**$185,778**
1-5 Year Total									**$706,816**

San Bernardino County Behavioral Health Expenses					Year 1	Year 2	Year 3	Year 4	Year 5

Inland Empire Collaborative Response – Riverside & San Bernardino Counties

Payroll		**FTE**	**Annual Salary**						
	Clinical Therapist II	1	$82,706			$82,706	$85,187	$87,742	$90,375
	Operational Expenses		$2,500			$2,500	$2,500	$2,500	$2,500
	Admin		$19,552			$19,552	$19,552	$19,552	$19,552
Total Salaries		**1**	**$104,758**			**$104,758**	**$107,239**	**$109,794**	**$112,427**
	Benefits @ 55%		$45,143			$45,143	$46,498	$47,892	$49,329
Total Payroll			**$149,901**			**$149,901**	**$153,737**	**$157,687**	**$161,756**
1-5 Year Total									**$623,081**

SAN BERNARDINO COUNTY | Children and Family Services

IE Collaborative: Children's Crisis Continuum Pilot
REFERRAL FORM

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES

Send referral to Pilot Admissions Team (PAT) inbox: PAT@rivco.org

San Bernardino: **Riverside County:**

Title	Name	Phone	Email
Supervisor:			
Social Worker (SW):			
Probation Officer:			

Youth's Information

Last Name:	**First:**	**Middle:**	
CWS/CMS Case No:		Birth Date: / /	Age:
Race: -Select-	Ethnicity: -Select-	Language Spoken: -Select-	
Assigned Sex at Birth: ☐ M ☐ F	Sexual Orientation: -Select-	Current Gender Identity: -Select-	
Preferred Pronouns:	Other Cultural Considerations:		
Child/Youth's Strengths:			

Dependency Information

Date of Dependency: / /	Reason for Dependency:	
Case Status: -Select-	Case Plan Services:	
Permanency Goal: -Select-	Does the youth have siblings? ☐ Y ☐ N Number:	Are they dependents? ☐ Y ☐ N
Sibling Name:		Age:
Sibling Name:		Age:
Sibling Name:		Age:
Sibling Name:		Age:
Sibling Name:		Age:
Relationship with Siblings:		
Family Finding efforts (incl. Non-Related Extended Family Member (NREFM)) conducted in last 30 days: ☐ Y ☐ N	What were the results:	Does the child/Nonminor Dependent (NMD) have intensive family finding needs? ☐ Y ☐ N
What family members/NREFMs are visiting or having contact with the youth? Are they a permanency resource?		How often?
Quality of the visits/interactions: Who is the youth closest to whether family or someone else?		
Date of most recent Child and Family Team meeting (CFTM): / /	Participants in CFTM:	Purpose of CFTM:
Outcome/Agreements of CFTM:	Date of Next CFTM:	
Frequency of CFTM's:	Date of most recent Child and Adolescent Needs and Strengths (CANS): (Please attach a copy of CANS)	

REFERRAL FORM

Placement

Current Placement (name & location)	Date of current placement: / /	Total number of placements (including current and stays in offices, Shelters and Psychiatric Hospitals):
Reason for 14 day notice:	Current Behaviors/Symptoms for placement considerations:	

Mental Health

Mental Health provider name:	MH Phone: MH Email:	Qualified Individual: Assessment: ☐ Y ☐ N
Current Diagnosis:	Current psychotropic medication (include dosage and time of administration):	Is youth medication compliant:
Has the SW received a copy of the Treatment Plan from the provider? ☐ Y ☐ N	Current Treatment Plan Goals:	Is there a current crisis intervention plan: ☐ Y ☐ N
Current Specialty Mental Health Services in place:	Symptoms/behaviors being addressed:	Barriers to services:
Presumptive Transfer: ☐ Y ☐ N County:	If yes, date submitted: / /	Does youth have any (CSEC) related needs? If so, describe.
Recent Hospitalizations (include location, date(s), reasons and outcomes):		
Substance Use: ☐ Y ☐ N	Drug(s) of choice:	Substance Use Diagnosis:
Treatment/Services (including who is providing the services):	How is youth responding:	

Medical

Physical health concerns, diagnosis or conditions:		
If yes, Public Health Nurse assigned to the case: Email:	Diagnosis and condition:	Specialized health care needs:
Medications (including dosage and time of administration):	Is there is an Individualized Health Care Plan (IHCP), and an IHCP Team in place? ☐ Y ☐ N	If so, is the IHCP actively involvedin the development of this funding request? ☐ Y ☐ N

Developmental

Is the youth a Regional Center eligible consumer? ☐ Y ☐ N ☐ Pending	If yes, what is the Diagnosis/Qualifying Criteria?	If no, are there Intellectual Developmental Disability concerns?
Has the youth been referred? ☐ Y ☐ N	Referral date: / /	Date of the last Individual Program Plan (IPP): / /
Current Regional Center:	Current Service Coordinator: Email:	Current Supervisor: Email:
Current Program Manager/Director: Email:	Does the youth require a Regional Center Vendorized placement? ☐ Y ☐ N	Is the applicable regional center participating in all CFTs?
What/if any, Regional Center-vendorized placements were attempted before and what about that level of care did not meet their needs?		

Education

Individualized Educational Plan (IEP)? ☐ Y ☐ N ☐ Pending (Please attach a copy of the most recent IEP)	If yes, date of last IEP: / /	Current goals (behavioral/ academic):
Current Services in place:	Is there a Behavior Support Plan? ☐ Y ☐ N	
504 Plan? ☐ Y ☐ N ☐ Pending (Please attach a copy of the most recent 504 Plan)	If yes, what services (504):	
School of enrollment: School District:	Grade in School:	Educational Rights Holder and relationship to youth:

Tribal Involvement/Indian Child Welfare Act (ICWA)

Is youth a member/eligible for membership with a federally recognized tribe? ☐ Y ☐ N ☐ Pending	If yes, Has the tribe intervened? ☐ Y ☐ N	Name of Tribe:
Tribal Contact Person: Email:	Has the tribe recommended a placement? ☐ Y ☐ N	Active efforts being made:

Miscellaneous Notes

Notes:

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

SYSTEM OF CARE BRANCH

CHILDREN'S CRISIS CONTINUUM PILOT PROGRAM PROPOSAL GUIDELINES GRANT TERM 2023-2028

Table of Contents

A. Introduction, Goals and Purpose

1. Introduction

The System of Care (SOC) provides the statutory and policy framework to ensure services and supports provided to foster youth[1] and their family are tailored toward the goal of achieving permanency in a stable, nurturing, and permanent family. In the years since implementing the Continuum of Care Reform through Assembly Bill (AB) 403 (Chapter 773, Statutes of 2015), California has made clear and impactful progress in developing alternative, therapeutic, family-based placement options for foster youth. Assembly Bill (AB) 2083 (Chapter 815, Statutes of 2018) built upon SOC efforts by promoting a coordinated, timely, and trauma-informed system-of-care approach for foster youth who have experienced severe trauma.

Despite these advancements, some child welfare and/or probation involved youth continue to have complex needs and require cross-system involvement, including but not limited to mental health and substance use disorders (behavioral health), and intellectual/developmental disabilities that cannot be safely met in a family-based placement setting. Due to their need for enhanced treatment placement, some foster youth with the most complex, persistent, and pervasive needs were placed in out-of-state residential settings. In December 2020, the California Department of Social Services (CDSS) decertified all out-of-state facilities, leading to the expedited return of all foster youth residing in out-of-state facilities back to California.

County child welfare services agencies and probation departments report that there are not enough enhanced treatment options for youth in foster care with the highest acuity needs and that this led to their use of out-of-state facilities for placement and treatment of these youth. The purpose of this pilot program is to address these perceived gaps.

2. Goal and Purpose

Assembly Bill 153 (Chapter 86, Statutes of 2021) requires CDSS, jointly with the State Department of Health Care Services (DHCS), to establish the Children's Crisis Continuum Pilot Program (Welfare and Institutions Code (WIC) section 16550 et seq.). The pilot program shall be implemented until June 30, 2026.

The purpose of the pilot program is to allow counties, or regional collaboratives of counties, to develop a robust, highly integrated continuum of services designed to serve foster youth who are in crisis. The primary function of the pilot program will be to provide therapeutic interventions, specialized programming, and short-term crisis stabilization to permit the seamless transition for the appropriate treatment of foster youth between placement settings and health care programs, while ensuring that all the necessary health and social services are available within the continuum. The pilot program's intention is to address perceived gaps in the continuum of services and placements so that behavioral, developmental

[1] For purposes of the Children's Crisis Continuum Pilot Program, "foster youth" means "a child or nonminor dependent who is a dependent or ward of the juvenile court or who is at imminent risk of entering foster care." (Welf. & Inst. Code, § 16550, subd. (b).)

and physical health needs of foster youth are met within the least restrictive care environment.

The main goals of the pilot include:

a. The development of a trauma-focused system of care through which intensive care, qualified supervision and behavioral health services are provided in a home environment including on-site crisis response to respond to and de-escalate circumstances in which individual(s) are experiencing behavioral health symptoms/conditions causing distress, with the goal of preventing hospitalizations and unnecessary interactions with law enforcement; and,
b. The implementation of a network of services so that when a youth requires a higher or lower level of intervention, the movement within the levels of services and between levels of care is not disrupted or delayed by the need to arrange for provision of services and care or locate appropriate placements that include or can accommodate the provision of services and care.

B. Minimum Qualifications and Technical Requirements for Applicants

1. Minimum Qualifications for Applicants

In order to qualify to participate in the Children's Crisis Continuum Pilot Program, the Applicant must be an individual county or a regional collaborative of counties. For individual counties applying, the lead county Applicant will be the county itself. For regional collaboratives of counties, the collaborative must designate a single county to be the lead county Applicant.

The lead county Applicant shall be responsible for designating a county entity to lead the application and implementation process from one of the following entities: the county child welfare department, the county behavioral health department and/or the county mental health plan, or the probation department.

The Applicant must provide a letter of support from their county's Interagency Leadership Team (ILT). If the Applicant is a regional collaborative of counties, they must provide a letter of support from the ILT of each county that composes the regional collaborative.

2. Technical Requirements

The Proposal must meet the following technical requirements:

a. Cover Page: Include the organization's Contact Information, Proposed Budget, and the Authorized Agent Signature.
b. Table of Contents: Include a table of contents for the Proposal.
c. The Applicant must provide concise descriptions within the program narrative and budget sections that include justifications for each aspect of the Proposal and demonstrate how the programs and services offered will be integrated into a continuum.
d. Applications must be on page size of 8.5" x 11", and must meet Accessibility requirements. For further information on how to create accessible documents, please refer to the CDSS Accessibility and Policy

Unit's (APU) video series on creating accessible documents. Applications shall be in "Arial" font, size 12.

e. Narratives for each section (A. through J. in the Proposal) must be no more than ten (10) pages, single-spaced. Attachments included as part of this Proposal are limited to no more than an additional ten (10) pages. Exhibits, assurances, and certifications will not count towards any page limitation requirements.

C. Program Proposal (Attachment I)

1. Minimum Qualifications

The designated county entity must complete Attachment I, Children's Crisis Continuum Pilot Program Proposal as well as Attachment II, Children's Crisis Continuum Pilot Program Budget. The Applicant must provide detailed answers to all of the questions and requests for information.

The ability to successfully implement the Children's Crisis Continuum Pilot Program will require partnerships and strong connections with local service providers, including both governmental entities such as county child welfare, the county mental health plan, county Substance Use Disorder (SUD) treatment plan (either Drug Medi-Cal or Drug Medi-Cal Organized Delivery System), behavioral health, probation, regional centers, education departments, and tribes, as well as proposed non-profit organizations designated to provide services and supports as part of the pilot. As such, the responses must include detailed information on how the Applicant will partner and collaborate with local service providers on the design, implementation, and delivery of high-quality crisis intervention services and the evaluation of the proposed pilot program.

The Proposal must demonstrate how information will be communicated and shared across the continuum in the proposed pilot program and how local service providers will work together to coordinate and provide all services, with the following objectives:

a. Maintain foster youth in family-based settings, including stabilization when appropriate, within those settings;
b. Transition foster youth between levels of care according to a current assessment of needs, and then back into the community, without interruption in services, to include ensuring continuity of educational services;
c. Building out community-based crisis response services and intensive services placement settings, especially in regions where there is a scarcity of these resources;
d. Work to develop high quality inpatient treatment, especially in regions where no inpatient treatment is currently available;
e. Evaluate whether these programs are working as planned and adjust and improve the design, the coordination, and the delivery of services.
f. Ensure provision of medically necessary mental health and/or substance use disorder prevention, treatment, and recovery services.

2. Background and Experience

The Applicant must demonstrate the capacity, ability, and experience to successfully implement the pilot and include within the application a description of the facilities, service providers and agencies that have been identified to provide specialty mental health services, substance use disorder prevention, treatment, and recovery, education services, intellectual/developmental services, and other necessary services and supports that will be provided to foster youth eligible to participate in the pilot program. The application must also describe how integration and coordination of services throughout facilities, service providers, and agencies will occur.

3. Proposed Programs

The Applicant must demonstrate how they will collaborate with a workgroup that shall be designed by the Applicant and include but not be limited to tribal partners, individuals with lived experience, community-based organizations, service providers, and others. The workgroup shall develop a highly integrated continuum of care for foster youth to be served by the pilot program.

In addition, the Applicant shall demonstrate how they will collaborate with the county child welfare department, the county behavioral health department and/or the county mental health plan, and the probation department to determine foster youth eligibility for the pilot. Eligibility shall be prioritized for foster youth who are:

a. Experiencing a mental health crisis and/or substance use disorder crisis
b. In need of highly individualized stabilization services
c. Who require inpatient treatment in a secure, highly individualized, therapeutic setting
d. In need of support to step down to less restrictive placements from an acute treatment setting
e. In need of intensive transition planning and aftercare services, consisting of, at a minimum, a mental health professional, a support counselor and a peer partner.

Furthermore, the Applicant must demonstrate a thorough understanding of the foster care population that they currently serve. The Proposal shall include an analysis and description of perceived gaps that exist within the foster care system and a clear articulation of how the pilot will address these gaps.

The Applicant shall demonstrate how the proposed programs are designed to permit the seamless transition for the appropriate treatment of foster youth between treatment settings and programs, consistent with current statutes and regulations. The Children's Crisis Continuum Pilot Program shall include:

a. Crisis Stabilization Units[2] which must provide assessment, collateral, therapy, and referral for up to 23 hours and 59 minutes for foster youth experiencing a mental health crisis, serve no more than eight foster youth, be licensed as a 24-hour health care facility or hospital-based outpatient

[2] Although the CDSS would like to see a full continuum, per WIC Section 16553(b)(2), the CDSS may consider a Proposal that does not include a psychiatric health facility and a crisis stabilization unit, or a psychiatric health facility on its own. If the Proposal does not include a psychiatric health facility or a psychiatric health facility and a crisis stabilization unit, the Proposal must explain why they are excluded.

program or provider site and be co-located with, or within 30 miles of a psychiatric health facility or other secure hospital alternative setting so that if a youth's crisis cannot be resolved, the youth may be transitioned to a setting that is able to meet the needs of the youth.

b. Psychiatric Health Facilities[3] which must provide a secure, highly individualized, therapeutic, hospital-like setting for foster youth who require inpatient treatment, serving no more than four youth at a time.
c. Crisis Residential Programs which must provide short-term, highly individualized stabilization and support for foster youth who do not require inpatient treatment, but are experiencing an acute mental health crisis, serving no more than four youth at a time. These programs should be designed to reduce the reliance of emergency rooms and psychiatric hospitalization.
d. Intensive Services Foster Care Homes which must be designed to step foster youth down to a less restrictive placement, have the capacity to maintain at least two times the amount of homes as the number of beds in the residential treatment settings used in the pilot, and have in-home staff available 24 hours a day, 7 days week to provide care, behavioral support, permanency services, specialty mental health services and educational services as needed.
e. Community-based Supportive Services which must provide intensive transition planning (see Attachment III) and aftercare services, provide integrated transition services and supports prior to and after transitions, have an intensive transition planning team, work along with county child welfare agency, probation department, and mental health plan to provide at least six month of aftercare services, and be available 24 hours a day, 7 days a week to provide access to non-clinical services, including, but not limited to:
    - Mentoring programs
    - Faith-based/cultural activities
    - Volunteer opportunities

4. Service Delivery

The Applicant must describe how services will be delivered in the Children's Crisis Continuum Pilot Program. The application should clearly describe the type of case management system or strategies that will be used to ensure:

a. That foster youth who are a part of the pilot program experience continuity of care throughout their receipt of services regardless of the level care, while maintaining healthy connection to family to promote healing, until the youth is in stable placement, including if multiple subcontractors are used.
b. That all foster youth who are eligible to receive services through the pilot have access to services that will be provided by the pilot program.

[3] Per WIC Section 16553(b)(2), the CDSS may consider a Proposal that does not include a psychiatric health facility and a crisis stabilization unit, or a psychiatric health facility on its own. If the Proposal does not include a psychiatric health facility or a psychiatric health facility and a crisis stabilization unit, the Proposal must explain why they are excluded.

c. That specialty mental health services and/or SUD prevention, treatment, and recovery, including medications for addiction treatment (either offered on-site or through coordinated referral) will be provided as medically necessary.
d. That foster youth who are placed in restrictive treatment settings within the pilot are connected seamlessly to a continuum of care and services to promote healing and step down to family-based care.
e. That facilities have naloxone on-site, have staff trained to use naloxone and dispense naloxone to any client using substances (including stimulants, opioids, or other substances potentially contaminated with fentanyl). (Please reference PIN 21-12-CRP)
f. That highly individualized trauma-informed social services, including specialty mental health services, SUD services, Regional Center services, and other appropriate and medically necessary services are provided at each level of the pilot.
g. That foster youth in the pilot will receive one-on-one services and be placed in single or double occupancy rooms when clinically indicated.
h. That services will be provided in a deinstitutionalized environment with warm and comforting decor, food, and clothing, that maintains safety at all times.
i. Foster youth in the pilot receive access to educational services, permanency services, behavioral supports, and other community-based services.
j. That service interventions are highly individualized to the client's needs, across all programs in the pilot.
k. That medically necessary mental health and substance use disorder prevention, treatment, and recovery services will be provided, either on site or through coordinated referral, by a licensed clinician.
l. The understanding and capacity of how to navigate SUD treatment, presumptive transfer, education and training, and the integration of interventions related to SUD from other systems into the youth's everyday care.
m. That foster youth's as set forth in Welfare and Institutions code Section 16001.9 are protected if/when they are undergoing screenings and assessments that could have implications for criminal or disciplinary action and that individual foster youth's attorneys and the courts are integrated into the decision-making process, especially where court-authorization for treatment is necessary.
n. That family supports and services are provided to keep youth in family-based settings from escalating to more restrictive settings.
o. That foster youth in the pilot will have access to community-based services, programs, and, activities including developmentally appropriate recreation and leisure activities, such as sports programs, community theaters, bands, and municipal recreation districts. Such information should be clearly articulated and demonstrate the ability to provide individualized care across all levels consistent with the youth's goals and keeping foster youth in the least restrictive level of care.
p. That all programs of the pilot are culturally and linguistically responsive.

q. That the pilot aligns with the integrated core practice model (ICPM) and is committed to encouraging that the voices of youth and family and/or non-relative extended family members (NREFMs) are integrated into the decision-making process, including the child and family team (CFT), throughout the continuum, as defined by WIC section 16553(d)(3).
r. That level-of-care determinations are appropriate and that that foster youth are able to transition between placements as needed without a disruption of services.

Furthermore, the Applicant must describe how their proposed pilot program will remain responsive to data-informed adjustments which have been found through the evaluation review process.

5. Oversight and Accountability

The Applicant must demonstrate in their Proposal how they will provide oversight, including the use of utilization review controls, and accountability of the Children's Crisis Continuum Pilot Program. The Applicant must outline how they will be committed to providing and ensuring that necessary youth-specific services will be administered, and goals established to:

a. Support family finding, engagement, and permanency.
b. Ensure that there is minimal delay in services when transitioning to and from more and less restrictive placements. Please review Attachment III for further guidance on developing a model on expedited and intensive transition planning.
c. Ensure appropriate usage of the continuum of care, including but not limited to ensuring that care is always provided to foster youth in the least restrictive setting possible.
d. Include relevant tribes and tribal supports for Indian children who are participating in the pilot.
e. Minimize lengths of stay in restrictive treatment settings to the extent that services in such settings are medically necessary and transition youth in such settings to a lower level of care expediently when appropriate.
f. Reduce the reliance on hospitals, out-of-state facilities, and law enforcement in responding to the acute needs of foster youth.
g. Address the specific needs of foster youth that could not be met in a lower level or family-based setting.
h. Identify treatment strategies, services, and supports that will be employed to protect foster youth served by the pilot program.
i. Work with the courts and the Applicant's justice partners to implement the pilot program.
j. Ensure provision of medically necessary mental health services and SUD prevention, treatment, and recovery services.
k. Ensure youth's safety within facilities in the pilot program.
l. Ensure that all service providers, facility types, and agencies incorporated into the pilot comply with all federal and state laws, guidelines, policies, and operational requirements established for the pilot.
m. Ensure compliance with due process requirements and all other applicable federal and state laws for involuntary detention.

6. Funding and Budget

The Applicant must include a proposed budget for each fiscal year (Attachment II, Table 1) with specific line items for every proposed expense as well as a Budget Narrative providing narrative descriptions of and justifications for each line item (Attachment II, Table 2). The purpose of the project budget is to demonstrate how the Applicant will implement the proposed plan with the funds available through this pilot program. The budget is the basis for management, fiscal review, and audit. Project costs must be directly related to the objectives and activities of the project. The budget must cover the entire grant period. In the budget, include only those items covered by, including those partially covered by, grant funds. Project Proposals are expected to supplement grant funds with funds from other sources, unless otherwise restricted. Budgets are subject to CDSS modifications and approval. The CDSS requires the Applicant to develop a line-item budget using, at a minimum, the budget domains on the attached Budget form that will enable the pilot program to meet the intent and requirements of the pilot and ensure the successful and cost-effective implementation of the project. The Applicant should prepare a realistic and prudent budget avoiding unnecessary or unusual expenditures which detract from the accomplishment of the objectives and activities of the project.

In addition, the Applicant must complete a proposed budget narrative detailing their proposed budget for each line item. The budget narrative will have the total proposed budget for all FYs, provide a breakdown and justification for the budget of each line item, describe what pilot program component(s) the budget is correlated with, and the service(s) and/or activity(ies) that will be funded via the line item. The Applicant may develop their own proposed budget narrative, but it must include the below listed domains (Personnel and Fringe Benefits, Program Expenses, Subcontractors, Operating Expenses, Indirect Cost Rate).

The funding for this pilot has been created based on an estimated maximum allocation of $10 million dollars per pilot. The CDSS acknowledges that Proposals will vary based on geographic location, existing infrastructure, and the programs and services being proposed by the pilot. It is essential that the Applicant utilizes existing funding streams and maintain current program efforts to supplement pilot funding.

Applicants whose Proposals are dependent on funding that exceeds the estimated maximum allocation or that may exceed the available funds must specify whether they will proceed with the Proposal or a revised version of the Proposal in the event the funding awarded is less than the requested funding.

a. Budget Categories.

The budget template displays five budget domains. The five budget domains include: Personnel and Fringe Benefits, Program Expenses, Subcontractors, Operating Expenses, and a maximum of 10 percent Indirect Cost. Subcontractor costs may not be included in indirect costs. Each category is explained in detail as follows, and the Applicant shall use these definitions to complete the budget template in Attachment II (Table 1).

1. Personnel and Fringe Benefits
    - Positions that are directly involved in the development, delivery and support of the grant activities are listed under this line item with Personnel and the Fringe Benefits listed separately.
    - Personnel. Identify each funded position by job title.
    - Staff who perform only administrative and fiscal duties (e.g. administrative expenses such as payroll handling, accounting/personnel expenses, liability insurance coverage, executive director's time) are not included in this line item. They can only be included as part of indirect expenses.
    - Identify the monthly salary rate for each position. Do not combine multiple personnel on the same line. Each position must be displayed on a separate line.
    - Fringe Benefits. Expenses include, but are not limited to, employer paid social security; worker's compensation insurance; unemployment insurance; health, dental, vision and/or life insurance; disability insurance; pension plan/retirement benefits etc. Display fringe benefits individually for each staff as part of the annual salary.

2. Pilot Program Expenses
    - Materials. Educational printed matter or tools that are required to implement program goals.
    - Training. Costs for training program staff and collaborative members to implement program goals.
    - Services. Costs for services provided through the pilot to eligible foster youth.
    - Other. Any expenses not covered in the above categories must be explained and justified in the budget narrative.

3. Subcontractors
    - A subcontract results when a Grantee enters into an agreement for services with another party. All subcontracts must be included in the budget and the use of subcontracts shall be justified in the budget narrative.
    - The Grantee shall be solely responsible for the work of any subcontractor under this agreement. Subcontracts are subject to the same provisions as the primary grant agreement and should therefore contain written reference to the provisions of the primary grant agreement.
    - Subcontractor costs may not be included in the indirect cost total.

4. Operating Expenses
    - Direct costs necessary to conduct the day-to-day operations are listed in this line item. The line item categories listed below are provided in the budget template for ease of completion. Applicants may add additional Operating Expense lines or leave some blank if not applicable.

- Travel. Travel and per diem rates are established and periodically adjusted by the State Department of Personnel Administration. Proposed reimbursable expenditures for travel may not exceed those ceilings. Expenses for Out-of-State travel will not be allowed without prior written approval by CDSS. Out-of-country travel is prohibited. Applicants must include a sufficient travel and per diem allocation to attend any required in-person meetings, as needed.
- Brick and Mortar Space. The cost of space is included in this line item. Estimated costs for space may be based on the full or prorated amount expected to be paid in rent. Where the facility is owned by the prospective recipient. Participants may be reimbursed for brick and mortar space costs to the extent that the space is utilized for services provided as part of the Children's Crisis Continuum Pilot Program. When space is rented, indicate in the Budget Narrative whether the charge also provides for services such as utilities or parking.
- Printing. Costs incurred specifically for the program are allowable and include printing, photocopying and other reproduction services. Communication. It is expected that all Recipients will have telephone, telephone conferencing, and email capabilities. This category includes telephone, fax, computers (email), postage, etc.
- Utilities. Utilities that are not provided with space rent or use, such as power, water, electricity, gas, etc.
- Other costs. Any expenses not covered in the above categories must be explained and justified.

5. Indirect Cost Rate
   - The indirect cost rate refers to costs that accrue in the normal conduct of business that can only be partially attributable to performance of a grant (e.g., administrative expenses such as payroll handling, accounting/personnel expenses, liability insurance coverage, executive director's time). The indirect cost rate must be justified in the budget narrative. Specify an indirect cost rate as a percentage of the total personnel salary and wage costs, including fringe benefits, not to exceed 10 percent.

b. Prohibited Items.

To allow for the maximum flexibility for use of funding through the pilot, the CDSS will not develop a list of items that will be allowable or disallowed under the pilot, but rather will require that the budget and implementation of the pilot at a minimum, meet the following requirements:

1. The Applicant must provide a description of all funding streams and how they will be used for each element of the pilot program, including how all sources of local, state, and federal funding will be maximized.
2. There must be documentation of current expenditures and a clear articulation of what the pilot funding will be used for that goes above the spending of the current expenditures, ensuring that the pilot grant funds are not used to supplant existing funding.

3. In the case where funding is being used for the county share of specialty mental health services, the Applicant must demonstrate that the funding is being used to fund the overall increase for specialty mental health services for this population and/or the youth.
4. As a part of the statutorily mandated workgroup, the Applicant shall develop a detailed process to understand and account for the complexities and funding of the various service models embedded in the continuum and shall develop a process for invoicing the CDSS, taking into account the other funding streams.
5. The Applicant must create a process to ensure that the funds used to pay for items or services within the pilot are not being claimed and paid for through another funding source.

Funding awarded through this pilot shall only be used to supplement, and not supplant, existing funding. If funding from other sources will result in delays in obtaining services and such delays will have a destabilizing effect on the child, this funding may be used to pay for those services as long as the Grantee seeks reimbursement from the appropriate responsible funding source.

7. Organizational Structure and Personnel Resources
The Applicant must demonstrate how they will organize the resources necessary to provide the services set forth in their Proposal and complete the data collection requirements set forth by CDSS. In this section, the Applicant shall describe the nature of their non-clinical supports, services, and activities. The Applicant shall also specify their key personnel designated to exercise major management and/or administrative roles in their proposed pilot and provide their resumes as well as job descriptions for positions not yet filled.

The Applicant shall also specify the subcontractors that they intend to work with to implement their proposed pilot program as well as describe the services they will provide, the method used to secure their services, and how they will be overseen. If the subcontractor's work will require them to have access to confidential juvenile case records, they must either be one of the enumerated entities with a right of access to that information under subdivision (a)(1) of WIC § 827, or obtain a court order pursuant to subdivision (a)(1)(Q) of WIC § 827 authorizing them to have access to the information.

In addition, the Applicant must include an organization chart, showing the hierarchy of key personnel involved in performing the functions of the pilot, including principal staff, creative media/public relations staff, researchers, and any other key personnel, as well as all other parties (subcontractors) to the Proposal.

8. Methodology
The Applicant must include a detailed, clearly written narrative of the proposed methods and tasks that the Applicant will follow to perform the services set forth in their proposed Children's Crisis Continuum Pilot Program. Please note that the Applicant must include a narrative description of how they will solicit input from the courts and justice partners as well as tribes and tribal organizations.

9. Scope of Work and Work Plan

The Applicant must provide, as an attachment, a proposed work plan that details the purpose, scope of work and broad activities for the identified period of the pilot. The Applicant's scope of work should include the following:

a. Information on the Applicant's background and their vision for the Children's Crisis Continuum Program
b. An overview of their proposal and the services that will provided
c. An overview of key partners
d. An overview of key dates

The work plan that shall also include a list of major activities and sufficient detail to ascertain the roles and activities of key personnel, including any subcontractors, involved in such major activities.

If selected to participate, the Grantee shall update the work plan as necessary during the course of the pilot program. The Grantee may modify the Final Work Plan only with prior written approval from the CDSS. Approved modifications to the Final Work Plan shall not require an amendment to the Agreement.

10. Partnership Resources

The Applicant must list a minimum of four (4) organizations with whom they have an existing partnership or with whom they have a plan to develop a partnership with for the support of the pilot program service delivery. These may include, but are not limited to:

- Local community-based agencies
- Tribal community partners
- Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex or Asexual, + (LGBTQIA+) community partners

Furthermore, the Applicant is strongly encouraged to leverage any existing relationships with community-based programs in addition to the minimum four required. Other community-based programs include but are not limited to, municipal recreation districts, community theaters, bands, sports programs, and other local volunteer groups.

The Applicant must list the partner organizations who will support the pilot program service delivery in Tables 1 and 2 provided in the Proposal (Attachment I).

The Applicant must provide a letter of support from their county's Interagency Leadership Team (ILT). If the Applicant is a regional collaborative of counties, they must provide a letter of support from the ILT of each county that composes the regional collaborative.

Additionally, the Applicant must provide evidence of engagement with their county's SUD treatment plan (either Drug Medi-Cal or Drug Medi-Cal Organized Delivery System) that demonstrates a pathway for ensuring access to SUD prevention, treatment, and recovery services for youth in the pilot.

11. Measuring Outcomes

WIC section 16555 requires the CDSS, jointly with the DHCS, to submit an interim report to relevant committees in the state legislature evaluating the Children's Crisis Continuum Pilot Program. To aid CDSS in doing so, the Applicant, if selected to participate in the pilot, must assist and collaborate with the CDSS and DHCS on gathering pertinent data and must submit quarterly progress reports and a final progress report, in a format to be determined by the CDSS and DHCS, in which they evaluate the effectiveness of the pilot program in several domains, including but not limited to:

- Data regarding the pilot's impact, whether relational or causal, on desired outcomes, including any reduced reliance on hospitals, emergency departments, out-of-state facilities, and law enforcement in responding to the acute needs of foster youth who require more intensive short-term treatment, and reduced absences from placement by foster youth who received services within the pilot program.
- Whether the most common needs of foster youth placed into the pilot program that could not be previously met in family based settings were able to be provided with services in the pilot program to meet the previously unmet needs.
- The number of foster youth served in the pilot program, including the number of foster youth receiving services in each component or level of care in the pilot program, and the length of time foster youth were served for each service and level of care in the pilot program, including time spent in congregate care settings.
- Types of services provided by the pilot program.
- Outcomes for foster youth who received services within the pilot program related to youth safety, well-being, and permanency at 6 months and 12 months after participating in the pilot program, or upon exit from foster care.
- Other impacts of the pilot program interventions and services on the foster youth.
- The impact of the pilot program on the goals of building trauma-informed, in-home and community-based services.
- A description of the reasons foster youth were served by the pilot, the specific needs of the foster youth that could not be met in a family setting, services available to the foster youth in the pilot program and the actual services received, the impact of the interventions, services, and treatment on foster youth safety, well-being, and permanency, and the lengths of stay of the foster youth in the pilot program.

The Applicant must describe how they will meet the data collection requirements of the pilot program. The Applicant must describe how they will provide ad hoc reports to CDSS, report on service data and deliverables timely and remain responsive in communication with CDSS.

Furthermore, the Applicant must submit within the provided table in the Proposal (Table 3) how they will measure goals and outcomes of the pilot program,

including the frequency with which they will collect data on specific goals and outcomes. Goals and outcomes Applicants must measure include:

a. Reducing reliance on hospitals and emergency rooms
b. Reducing law enforcement contacts
c. Addressing needs of foster youth with complex needs in all levels of the continuum in the pilot
d. Reducing length of stay in congregate care settings,
e. Improving permanency outcomes
f. Providing continuity of case management for foster youth

The Applicant is strongly encouraged to measure goals and outcomes beyond what is listed above.

D. General Provisions

Grantees responsible for the administration and implementation of the Children's Crisis Continuum Pilot Program must adhere to all statutory, regulatory, and other requirements. Grantees shall abide by all of the provisions set forth in the executed Grant Agreement.

E. Reporting

The Applicant must provide CDSS and DHCS quarterly progress reports with youth-specific information and data, and information that may pertain to the overall pilot program, consistent with the evaluation criteria set forth in WIC section 16555, as stated above in Section 11 'Measuring Outcomes', and any other outcomes reporting that the CDSS and DHCS require.

Progress reports for the Children's Crisis Continuum Pilot Program will be due to CDSS on a quarterly basis. The CDSS will collaborate with grantees to align quarterly progress report program outcomes. Final details of submission of progress reports will be finalized upon awarding of grant funding, if Applicant is selected.

Tentative Quarterly Progress Reporting Schedule:

Report Periods	Due to CDSS
Quarter 1: October 1 – December 31, 2022	April 15, 2023
Quarter 2: January 1 – March 31, 2023	July 15, 2023
Quarter 3: April 1 – June 30, 2023	October 15, 2023
Quarter 4: July 1 – September 30, 2023	January 15, 2024
Quarter 5: October 1 – December 31, 2023	April 15, 2024
Quarter 6: January 1 – March 31, 2024	July 15, 2024
Quarter 7: April 1 – June 30, 2024	October 15, 2024
Quarter 8: July 1 – September 30, 2024	January 15, 2025
Quarter 9: October 1 – December 31, 2024	April 15, 2025
Quarter 10: January 1 – March 31, 2025	July 15, 2025
Quarter 11: April 1 – June 30, 2025	October 15, 2025
Quarter 12: July 1 – September 30, 2025	January 15, 2026
Quarter 13: October 1 – December 31, 2025	April 15, 2026
Quarter 14: January 1 – March 31, 2026	July 15, 2026
Quarter 15: April 1 – June 30, 2026	October 15, 2026

F. Agreement Term and Program Timeline

The Children's Crisis Continuum Pilot Program Grant Agreement term is October XX, 2022 – June 30, 2026.

Key Dates (Table)*

Event	Date
RFP Released by CDSS	07/13/2022
Technical Assistance (TA)/Questions and Answers (Q&A) Webinar	07/29/2022
Proposal Due Date	09/23/2022
CDSS/DHCS Proposal Review Period	9/26/2022-10/14/2022
Award Announcement Date	10/17/2022
CDSS/DHCS Review Agreement Terms with Grantees	10/24/2022
CDSS Disbursal of Advanced Funds	10/31/2022
CDSS Submission of Interim Report to Legislature	04/01/2025
Pilot Program End Date	06/30/2026

***Key dates are subject to change at the discretion of CDSS and DHCS.**

G. Submitting Children's Crisis Continuum Pilot Program Proposal

Grantees must e-mail a complete application package to include the Proposal, attachments, and letters of support to **ChildrensCrisisContinuumPilot@dss.ca.gov** with the subject line: "Children's Crisis Continuum Pilot Program: Proposal Submittal" on or before 5:00 p.m. PST on 09/23/2022. Incomplete applications or applications received after the due date may not be evaluated and may not be considered for

funding. The program proposal and supporting documents must be submitted in accessible format.

For questions, please email ChildrensCrisisContinuumPilot@dss.ca.gov.

H. Award Decisions

The maximum amount available for all participants in the Children's Crisis Continuum Pilot Program is $61.3 million. The total amount awarded to each awardee will be based upon the number of Applicants selected and the quality of their Proposals. The CDSS, in collaboration with DHCS, will review Proposals and will make funding determinations at its sole discretion. Funding decisions cannot be appealed. See Attachment 1 – Program Proposal for content guidelines. Incomplete applications or applications received after the due date will not be evaluated by the CDSS.

To evaluate Applicants' proposed Children's Crisis Continuum Pilot Programs, the CDSS will use quantitative scoring criteria. Applicants' Proposals will be scored exclusively based on an evaluation of each section of the Applicant's Proposal (A. Background and Experience through J. Measuring Outcomes). Each Applicant's Proposal will be given a total score out of one hundred (100) points to determine which Proposal(s) is/are most suitable to be awarded funding to implement the Children's Crisis Continuum Pilot Program. Awards are not subject to appeals. Below is a table that describes how many points will be given per section identified in the Proposal.

Application Scoring by Section Summary (Table)

SECTION WITHIN THE PROPOSAL (ATTACHMENT I)	TOTAL POTENTIAL POINTS AWARDED
A. Background and Experience	10 Points
B. Proposed Programs	15 Points
C. Service Delivery	20 Points
D. Oversight and Accountability	15 Points
E. Funding and Budget	10 Points
F. Organizational Structure and Personnel Resources	5 Points
G. Methodology	5 Points
H. Work Plan and Scope of Work	5 Points
I. Partnership Resources	10 Points
J. Measuring Outcomes	5 Points