

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
and
COUNTY OF MENDOCINO

This Memorandum of Understanding, hereinafter referred to as Agreement, is entered into by and between the California Department of Social Services (CDSS), hereinafter referred to as the State, and the County of Mendocino, hereinafter referred to as the County, for the purpose of implementing a pilot demonstration **under the Residentially Based Services (RBS) Reform Project**, called CAM'S PLACE Reform Project pursuant to the Senate Bill (SB) 933 (Chapter 311, Statutes of 1998) and as amended by Assembly Bill (AB) 488 (Chapter 445, Statutes of 2009), Chapter 12.86 (commencing with Section 18987.61) Part 6 of Division 9 of the Welfare and Institutions Code (WIC), relating to Foster Care (933 Director's Waiver). The CAM'S PLACE Reform Project, operated by Redwood Community Services, Inc., will demonstrate a fiscal and program model that is consistent with the goals of Continuum of Care Reform (CCR) established by AB 403 (Chapter 773, Statutes of 2015) and the "Framework for a New System for Residentially Based Services in California" that is the basis for the Residentially Based Services (RBS) Project established pursuant to AB 1453 (Chapter 466, Statutes of 2007), Chapter 12.87 (commencing with WIC section 18987.7) Part 6 of Division 9. The CAM'S PLACE Reform Project will provide intensive residential treatment and stabilization services while the child is in group care coupled with services and supports that follow and maintain the child in a family-based setting.

A. BACKGROUND

Pursuant to WIC section 18987.61, each county may enter into performance agreements with private nonprofit agencies to encourage innovation in the delivery of children's services, to develop services not available in the community, and promote change in the Child Welfare Services (CWS) system. The CAM'S PLACE Reform Project will demonstrate innovation with service delivery and program development and systemic changes to how children and their families receive services.

The CAM'S PLACE Reform Project is established under the waiver authority granted pursuant to WIC section 18987.61. This legislation allows for a pilot demonstration project aimed at developing innovative alternatives to group care and advances short-term residential treatment services as interventions. The CAM'S PLACE Reform Project seeks to combine short-term residential stabilization and treatment with follow-up community-based services to reconnect youth to their families, schools and communities.

In September 2012, SB 1013 (Chapter 35, Statutes of 2012) authorized the State, in collaboration with stakeholders, to develop recommended revisions to the State's current rate setting system, services and programs serving children and families in the continuum of Aid to Families with Dependent Children — Foster Care (AFDC-FC) eligible placement settings and is commonly referenced as the Continuum of Care Reform (CCR).

Through the CCR efforts, a Legislative Report (http://www.cdss.ca.gov/cdssweb/entres/pdf/CCR_LegislativeReport.pdf) was released

~~to the California Legislature on January 9, 2015. This report sets forth several recommendations for improvements to the continuum of placement settings for children and youth in Foster Care, specifically looking at the Group Home and Foster Family Agency structure. It cited service system, program policy, and fiscal revisions to improve the outcomes for children, youth and their families. The CAM'S PLACE Reform Project is seeking to demonstrate a fiscal and program model that reflects selected proposed CCR changes and builds upon several initiatives such as RBS and wraparound services.~~

~~AB 403 (http://www.cdss.ca.gov/cdssweb/entres/pdf/AB403_FactSheet.pdf) was introduced as the statutory scheme that expresses the intent of the Legislature and the Department to comprehensively reform placement and treatment options for youth in Foster Care. For purposes of meeting the statutory requirements of AB 403, the County and the Provider will plan for bridging CAM'S PLACE Reform Project to operate as a short-term residential facility with the ability to provide appropriate step-down of children into home-based family care settings.~~

The RBS Reform Project is established pursuant to Assembly Bill (AB) 1453, Chapter 12.87 (commencing with Section 18987.7) Part 6 of Division 9 of the Welfare and Institutions Code (WIC), relating to foster care. This legislation allows for a pilot demonstration project aimed at transforming the current system of group care, currently providing long-term congregate care and treatment, to RBS programs which combine short-term residential stabilization and treatment with follow along community-based services to reconnect youth to their families, schools and communities.

B. PURPOSE

The purpose of this Agreement is to:

1. Authorize the County to use AFDC-FC funds in order to allow the County to provide the RBS Reform Project as a program alternative.
2. Enable the County to access all possible sources of federal funds for **the purpose of developing RBS program alternatives.** ~~developing CAM'S PLACE Reform Project as a program alternative to long term congregate care.~~
3. Specify mechanisms/procedures to be used for tracking, claiming, reporting, and evaluating the number of children served and the amount of funds requested for reimbursement; and
4. Specify the roles and responsibilities of all parties.
5. ~~To enable the County to continue the CAM's PLACE Reform Project program and to identify how the County and provider will bridge to the new CCR requirements before November 29, 2018.~~
6. ~~Permit Mendocino County and CAM'S PLACE Reform Project to provide children with alternatives to long term group home care through the development of expanded family based services programs and expanding the~~

~~capacity of CAM'S PLACE Reform Project to provide residential treatment services that are appropriate to meet the changing needs of children in their care. Residential treatment services are defined in this agreement.~~

- ~~7. Allow the CDSS Director to waive regulations governing Foster Care payments or operation of group homes to enable Mendocino County to implement the agreements established pursuant to certain requirements in Chapter 12.86 (commencing with WIC section 18987.61).~~

C. TERM

The term of this Agreement shall be ~~effective the first date a child is enrolled in the CAM'S PLACE Reform Project, which will begin no later than~~ from November 30, 2015 through November 29, 2018. **December 31, 2018.**

D. DEFINITIONS

For purposes of this Agreement:

1. "Residentially **Based** Treatment Services" means behavioral or therapeutic interventions delivered in non-detention group care settings in which multiple children or youth live in the same housing unit and receive care and supervision from paid staff. Residentially **Based** treatment ~~S~~services are most effectively used as intensive, short-term interventions when children have unmet needs that create conditions that render them or those around them unsafe, or that prevent the effective delivery of needed services and supports provided in the children's own homes, or in other family settings such as with a relative, guardian, foster family or adoptive family. Residential treatment services may include but are not limited to the following interventions and services:
 - a. Environmental interventions that establish a safe, stable and structured living situation in which children or youth can receive the comfort, attention, structure and guidance needed to help them reduce the intensity of conditions that led to their placement in the program so that their caregivers can identify and address the factors creating those conditions.
 - b. Intensive treatment interventions that facilitate the rapid movement of children or youth toward connection or reconnection with appropriate and natural home, school, and community ecologies, by helping them and their families find ways to mitigate the conditions that led to their placement in the program with positive and productive alternatives.
 - c. Parallel, pre-discharge, community-based interventions that help family members and other people in the social ecologies that children and youth will be joining or rejoining, to prepare for connection or reconnection. These preparations should be initiated upon placement and proceed apace with the environmental interventions being provided within the residential setting.

- d. Follow-up post discharge support and services consistent with the child's case plan, provided as needed after children or youth have exited the residential component and returned to their own family or to another family living situation, in order to ensure the stability and success of the connection or reconnection with home, school and community.
- 2. ~~"Performance Agreement" means a Voluntary Agreement entered into between Mendocino County and CAM'S PLACE Reform Project's provider. The Voluntary Agreement includes all elements and components specified below and any elements adapted from paragraphs (1) through (5) of subdivision (c) of WIC section 18987.72. Refer to Attachment A, Exhibit 1 — Mendocino CAM'S PLACE Reform Project Voluntary Agreement.~~

"Voluntary Agreement" means an agreement entered into by the County and RBS provider(s) and shall satisfy the following requirements:

- a. **Incorporate and address all of the components and elements for RBS described in the "Framework for a New System for Residentially Based Services in California".**
- b. **Reflect active collaboration among the RBS provider(s) operating RBS programs and county departments of social services, mental health, or juvenile justice, alcohol and drug programs, county offices of education, or other public entities, as appropriate, to ensure that children, youth, and families receive the services and support necessary to meet their needs.**
- c. **Require a written evaluation report to be prepared annually and jointly by County and the RBS provider(s). The evaluation report shall include analyses of the factors set forth in WIC section 18987.72(b)(3) which specify that the county shall send a copy of each annual evaluation report to the Director of the California Department of Social Services, hereinafter referred to as the Director, and the Director shall make these reports available to the Legislature upon request. A comprehensive evaluation of the Residentially Based Services Reform Project involving the years of the services of this MOU shall be made available to the Director of CDSS by October 1, 2018. The evaluation report shall include analysis of the factors set forth in WIC section 18987.72(b)(3); and it shall be prepared jointly by the County and the RBS Reform Project providers.**
- d. **Provide that the failure to timely prepare a written evaluation as set forth in c) above may result in termination of this Agreement, resulting in the withdrawal from the RBS Reform Project and approval of related waivers.**
- e. **Permit amendments, modifications, and extensions of the agreement to be made with the mutual written consent of both parties and with approval of the State based on the evaluation described above, and on the experience and information acquired from the implementation**

and the ongoing operation of the program.

- f. Be consistent with the County's system improvement plan developed pursuant to the California Child Welfare Outcomes and Accountability System.
 - g. The Voluntary Agreement is one of three deliverables developed by the County in conjunction with RBS provider(s) and submitted to the State for approval. The Voluntary Agreement includes all elements and components specified above and in WIC section 18987.72 (c)(1-5). See Attachment A, Exhibit 1 – Mendocino RBS Voluntary Agreement.
3. "Director's Waiver" allows the Director to waive regulations including those necessary to approve an alternative funding model for determining the method and level of payments that will be made under the AFDC-FC Program to CAM'S PLACE Reform Project's provider in lieu of using the Rate Classification Levels and schedule of standard rates provided for in WIC section 11462.

"Funding Model" allows the Director to approve the use of up to a total of five alternative funding models for determining the method and level of payments that will be made under the AFDC-FC program to RBS provider(s) operating RBS programs in lieu of using the rate classification levels and schedule of standard rates provided for in WIC section 11462. These funding models may include, but shall not be limited to, the use of cost reimbursement, case rates, per diem or monthly rates, or a combination thereof. A funding model shall do all of the following:

- a. Support the values and goals for RBS, including active child and family involvement, permanence, collaborative decision-making and outcome measurements.
- b. Ensure that quality care and effective services are delivered to appropriate children or youth at a reasonable cost to the public.
- c. Ensure that payment levels are sufficient to permit the RBS provider(s) operating RBS programs to provide care and supervision, social work activities, parallel pre-discharge support and services for children and their families, including the cost of hiring and retaining qualified staff.
- d. Facilitate compliance with state requirements and the attainment of federal and State performance objectives.
- e. Control overall program costs by providing incentives for the RBS provider(s) to use the most cost-effective approaches for achieving positive outcomes for the children or youth and their families.
- f. Enable the combination of various funding streams necessary to meet the full range of services needed by foster children or youth in RBS programs with particular reference to funding for mental health

treatment services through the Medi-Cal Early and Periodic Screening, Diagnosis, and Treatment program.

- g. Maximize federal financial participation and mitigate the loss of federal funds while ensuring the effective delivery of services to children or youth and families and the achievement of positive outcomes.
 - h. Provide for effective administrative oversight and enforcement mechanisms in order to ensure programmatic and fiscal accountability.
 - i. The Funding Model is one of three deliverables developed by the county in conjunction with RBS provider(s) and submitted to the State for approval. The Funding Model includes all elements and components specified above and in WIC section 18987.72 (d)(2)(A-I). See Attachment A, Exhibit 3– Mendocino RBS Funding Model.
 - j. Facilitate the ability of the RBS provider(s) to access other available public sources of funding and services to meet the needs of the children or youth placed in their RBS programs and the needs of their families.
4. ~~“Waiver Request” is developed by Mendocino County and CAM’S PLACE Reform Project’s provider(s) and is submitted to the State to waive child welfare regulations regarding the role of counties in conjunction with the CAM’S PLACE Reform Project’s provider to operate and to enhance the delivery of services. Services will be reflected in the case plans. Mendocino County and CAM’S PLACE Reform Project’s provider, as a result of this Waiver, will be able to implement the program described in the Voluntary Agreement. The Waiver Request must address all components as specified above. Refer to Attachment A, Exhibit 2 – Mendocino’s Waiver Request.~~
- “Waiver Request” is developed by the counties and RBS provider(s) to waive child welfare regulations regarding the role of counties in conjunction with RBS provider(s) operating RBS programs to enhance the development and implementation of case plans and the delivery of services in order to enable a County and RBS provider(s) to implement the program description described in the Voluntary Agreement. The Waiver Request is one of three deliverables developed by the County in conjunction with RBS provider(s) and submitted to the State for approval. The Waiver Request must address all components as specified above and in WIC section 18987.72 (d)(1). See Attachment A, Exhibit 2, – Mendocino RBS Waiver Request.
5. ~~“Funding Model” is developed by the County with CAM’S PLACE Reform Project and submitted to the State for approval. It lays out the demonstration sites’ plan to fund the project. The funding model may include, but shall not be limited to, the use of cost reimbursement, case rates, per diem or monthly rates, or a combination thereof.~~

~~E. REQUIREMENTS~~

~~The Voluntary Agreement shall satisfy the following requirements:~~

- ~~a. Support the values and goals for CCR, including active child and family involvement, permanence, collaborative decision-making and outcome measurements.~~
- ~~b. Ensure that quality care and effective services are delivered to appropriate children or youth at a reasonable cost to the public.~~
- ~~c. Ensure that payment levels are sufficient to permit CAM'S PLACE Reform Project to provide care and supervision, social work activities, parallel pre-discharge support and services for children and their families, including the cost of hiring and retaining qualified staff.~~
- ~~d. Facilitate compliance with state requirements to achieve improvements in meeting federal and state outcomes in accordance with the county/state improvement plan.~~
- ~~e. Control overall program costs by developing incentives for the CAM'S PLACE Reform Project to use the most cost-effective approaches for achieving positive outcomes for the children or youth and their families.~~
- ~~f. Enable the combination of various funding streams necessary to meet the full range of services needed by foster children or youth in CAM'S PLACE Reform Project programs with particular reference to funding for mental health treatment services through the Medi-Cal Early and Periodic Screening, Diagnosis, and Treatment program.~~
- ~~g. Maximize federal financial participation and mitigate the loss of federal funds while ensuring the effective delivery of services to children or youth and families and the achievement of positive outcomes.~~
- ~~h. Provide for effective administrative oversight and enforcement mechanisms in order to ensure programmatic and fiscal accountability.~~
- ~~i. Facilitate a process to transition and adapt the funding model to conform to CCR short-term residential treatment centers (STRTC) rate structure and home-based family care program model by 2018.~~

E.F. COUNTY RESPONSIBILITIES

The County: **agrees to comply with the requirements of WIC section 18987.7, et seq., as well as, the following:**

1. Shall provide children with the services identified as part of their **RBS** program and outlined in their state-approved Voluntary Agreement.
2. Shall follow the state-approved Mendocino **RBS** Plan, as prescribed in Attachment A, Exhibits 1, 2, and 3, for the CAM'S PLACE **RBS** Reform Project. These approved deliverables will address the system, process, and financing capacities identified in providing **RBS** program services.
3. Shall monitor the CAM'S PLACE **RBS** Reform Project provided in accordance with **RBS** deliverables.
4. Shall allow state access to statistics, records, and other documents required to carry out its responsibilities.
 - a. ~~Shall ensure that the annual report of the CAM'S PLACE Reform Project is conducted in accordance with WIC section 18987.61(f). The county or CAM'S PLACE Reform Project provider shall fund an independent evaluation of the waiver, with a report of the results due to the department six months prior to the end of the waiver period.~~ **Shall ensure that the evaluation of the RBS Reform Project is conducted in accordance with WIC section 18987.72(c)(3).**
 - b. Agrees to maintain all documentation necessary to track expenditures for the children participating in the **RBS** CAM'S PLACE Reform Project.
 - c. Agrees to submit an annual report to the state in accordance with **WIC section 18989.72(c)(3).** ~~agreed upon terms described in this agreement.~~
 - d. Agrees to the termination of this Agreement, and withdrawal from the **RBS** CAM'S PLACE Reform Project and waivers, if the state finds that the ~~e~~County has failed to fully and timely perform the activities described in sub paragraphs a, b, and c of **this** paragraph 4.
 - e. Agrees to maintain all records associated with **RBS** CAM'S PLACE Reform Project, and cause to be maintained by any contracted CAM'S PLACE Reform Project's **RBS** provider, all records including financial records, case documentation, and other support for all costs claimed for **RBS** CAM'S PLACE Reform Project for a period not less than three years from the last claim submitted for **RBS** CAM'S PLACE Reform Project. Any record related to litigation or any federal or ~~s~~State audit, exception(s), disallowance(s) or deferral(s) shall be retained until notified by the State.
 - f. Agrees to track, in a manner prescribed by the State, all payments to **RBS** CAM'S PLACE Reform Project's provider(s), regardless of fund source, and maintain total costs to CAM'S PLACE Reform Project's **RBS**

provider(s) for the purposes of reporting.

5. Agrees to participate in any state **RBS** CAM'S PLACE Reform Project meetings and site visits requested and conducted by the state or its designee.
6. Shall implement the a project in a manner that will ensure that any services being provided to a child or family member at the time the CAM'S PLACE **RBS** Reform Project concludes ends will be completed and/or case plans for children and their families are adjusted, if necessary, for the post-demonstration project period. term of the project and during transition of the provider to a short term residential treatment center and/or resource family agency.
7. Shall take steps that are necessary to prevent the loss of any substantial amounts of federal funds as a result of the waivers granted pursuant to WIC section 18987.62 (b).

Prior to entering into the agreement with the provider(s), the County shall verify that the provider(s), their principals, or affiliates or any sub-providers used under this agreement are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency, per Executive Order 12549, Debarment and Suspension.

8. Shall monitor the agreement through performance measures agreed upon with the State that ensures that the purposes of the waived regulation will be achieved and is consistent with paragraph (3) of subdivision (a) of WIC section 18987.62.

F.G.STATE RESPONSIBILITIES

The State:

1. Will, at the request of the County submitted in the form of the Waiver Request deliverable, consider **State** waiver of specific regulations under the waiver authority granted pursuant to in WIC section **18987.7** ~~18987.64~~. In addition, technical assistance will be provided to the County to identify opportunities within existing law and regulation that can be used to implement the **RBS** CAM'S PLACE Reform Project, where appropriate and feasible, pursue other waiver authority to remove barriers to implementation. ~~specifically as it pertains to CCR implementation.~~
2. Shall use and process **RBS Invoice** CAM'S PLACE Reform Project Quarterly Claims using the forms developed for reimbursement in a timely manner.
3. Shall waive regulations governing Foster Care payments or the operation of group homes to enable the County to implement the agreements established pursuant to WIC section ~~18987.64~~.

Shall report to the California State Legislature during the legislative budget hearings on the status of any County agreements entered into the RBS Reform Project and on the development of statewide RBS programs.

4. ~~Shall not waive regulations that apply to the health and safety of children served by participating private agencies pursuant to paragraph (3) of subdivision (a) and subdivision (c) of WIC section 18987.62.~~

G.H JOINT RESPONSIBILITIES

1. Both parties agree to establish mutually satisfactory methods for the exchange of information, as may be necessary, in order that each party may perform its duties, functions, and appropriate procedures under this Agreement.
2. Both parties agree to comply with the provisions of WIC sections 827, 827.1, 830, and 10850 to ensure that all information concerning children and families in **RBS CAM'S PLACE Reform Project** shall be kept confidential in accordance with federal and state laws and policies.
3. Both parties agree to comply with all elements and components of the ~~s~~**State-approved RBS CAM'S PLACE Reform Project deliverables**. Any amendments, modifications and extensions of the deliverables are to be made in writing with the mutual consent of all parties and with approval of the State.

H.I. FISCAL PROVISIONS

1. Both the State and County understand that there are no new or additional sources of funds provided for the **RBS CAM'S PLACE Reform Project**. ~~The funds provided by the State are from the existing Local Revenue Funds.~~ **For the purposes of ensuring there are no increased costs to the General Fund** if the County ~~State~~ determines that additional upfront costs for this project are necessary, these upfront costs must be offset by other program savings identified by the County **State to ensure that there are no net General Fund costs in each fiscal year** associated with this project. **The funds provided by the State are from the existing State General Fund AFDC-FC funds.**
2. The reimbursement rates shall be paid to the **RBS CAM'S PLACE Reform Project provider(s)** as prescribed in the Mendocino **RBS CAM'S PLACE Reform Project Plan**. ~~Refer to See~~ Attachment A, Exhibits 1, 2, and 3. Reimbursement rates for the County shall be paid as prescribed in the Mendocino **RBS CAM'S PLACE Reform Project Plan**. ~~Refer to See~~ Attachment A, Exhibits 1, 2, and 3. The Title IV-E allowable portion of these rates may be modified by the State to ensure conformity with federal requirements and to maximize federal financial participation.
3. The County shall claim reimbursement of costs quarterly for federally eligible and non-federally eligible children on the **RBS Invoice Quarterly Claims- - RBS FC (Fed and Non Fed) - Summary Report of Assistance Expenditures, RBS FC 1 (Fed, Non Fed, and SB 163 Fed) - Foster Care Facility Report, and RBS CERT - Expenditure Certification for RBS Assistance Claim Expenditures. RBS**

Invoice ~~The CAM'S PLACE Reform Project~~ Quarterly Claims shall be submitted thirty (30) calendar days after the end of the claiming quarter. The County shall submit the required cost reporting forms to the State using the same quarterly schedule.

4. All AFDC-FC expenditures associated with **RBS** ~~CAM'S PLACE Reform Project~~ claiming shall be subject to audit to ensure federal funds have been appropriately claimed.
5. The state Foster Care funds and, to the extent permitted by federal law, federal ~~F~~oster ~~C~~are funds shall remain within the administrative authority of the county welfare department, which may enter into an interagency agreement to transfer those funds, and shall be used to provide **RBS** ~~CAM'S PLACE Reform Project~~ program services. **Expenditures of funds shall be consistent with federal and state law. The County shall submit to the State copies of all contracts for RBS services entered into with the RBS provider(s). Nothing contained in this Agreement, or otherwise, shall create any contractual relationship between the State and any County subcontractors and no subcontractors shall relieve the county of its responsibilities and obligations hereunder. The County agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the county. The County's obligation to pay its subcontractors is an independent obligation from the obligation of the State to make payments to the County. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.**
6. ~~Nothing contained in this Agreement or otherwise shall create any contractual relationship between the State and any county subcontractors or subrecipients (hereinafter subcontractors), and no subcontractors shall relieve the County of its responsibilities and obligations hereunder. The County agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the County. The County's obligation to pay its subcontractors is an independent obligation from the obligation of the State to make payments to the County. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.~~

The RBS Reform Project shall be subject to review under the County's single audit.

7. Any federal or state audit exception(s), disallowance(s), or deferral(s) resulting from a federal or state review or audit of **the Mendocino county's RBS Reform Project** ~~CAM'S PLACE Reform Project~~ shall be based on the ~~C~~ounty's total costs claimed during the time period in question.
8. In the event a federal or state review or audit results in an exception, disallowance, or deferral, the State and County shall participate in the repayment of the exception, disallowance, or deferral in accordance with WIC

section 15200. In no case shall the State assume financial liability for the County share of federal or state review or audit exception(s), disallowance(s), or deferral(s).

- a. In the event an audit finding determines a cost to be allowable but not eligible for federal funding, the County shall repay the ineligible federal portion pursuant to WIC section 15200. ~~and 2 CFR Part 200.~~
 - b. In the event an audit finding determines a cost is not allowable for claiming, the County shall be responsible for refunding the federal and Local Revenue Fund.
9. If the State determines, based on an audit, that an **RBS** ~~CAM'S PLACE Reform Project's~~ provider has misused Title IV-E funds as defined in the Manual of Policies and Procedures (MPP) 11-400(m)(6), the county shall collect from the **RBS** ~~CAM'S PLACE Reform Project's~~ provider an amount equal to the total amount of misused funds. ~~pursuant to 2 CFR Part 200.~~
 10. **All RBS providers** ~~Redwood Community Services, Inc., who is the sole provider implementing the CAM'S Place Reform Project,~~ shall submit a Financial Audit Report (FAR) to the State in accordance with the WIC section 11466.21. ~~and 2 CFR 200.501.~~ The FAR submitted by the **RBS** ~~CAM'S PLACE Reform Project's~~ provider(s) shall separately identify all revenues and expenditures attributable to the **RBS** ~~CAM'S PLACE Reform Project~~ program. Failure to submit a FAR in accordance with law will result in termination of the ~~CAM'S PLACE Reform Project~~ provider's **RBS** rate.
 11. The County shall ensure that **each RBS** ~~CAM'S PLACE Reform Project's~~ provider **participating in the operations of the RBS Reform Project** shall conduct time studies of activities performed by the **RBS** ~~CAM'S PLACE Reform Project's~~ provider staff in a manner prescribed by the State.
 12. **Contingent upon the County's timely submission of required state fiscal reports, the State may issue a monthly advance payment to the County based on County need and spending trends. If the State issues an advance payment, it will do so by the last business day of the month the advance is for.**
 13. **The County Auditor-Controller shall conduct an audit of the fiscal operation of the RBS program no sooner than twelve (12) months and no later than twenty-four (24) months after the program begins. These audits shall be conducted using the applicable standards in accordance with State and County regulations and guidelines and federal requirements including 2 CFR Part 200 and 45 CFR 75 and specifically those related to Cost Principles.**

J. ~~FUNDING MODEL~~

1. ~~Implement the Funding Model developed by the county with CAM'S PLACE Reform Project and submitted to the State for approval. (See Attachment A,~~

~~Exhibit 3 — Mendocino CAM'S PLACE Reform Project Funding Model.)~~

- ~~a. Incorporate mutually agreed upon components and elements described in the "Framework for a New System for Residentially Based Services in California."~~
- ~~b. Reflect active collaboration among the provider and county departments of social services, mental health, or juvenile justice, alcohol and drug programs, county offices of education, or other public entities, as appropriate, to ensure that children, youth, and families receive the services and support necessary to meet their needs.~~
- ~~c. Require a jointly prepared annual report by the County and provider using the adapted RBS County Annual Report. The first reporting period is November 30, 2015 through June 30, 2016, due to CDSS by October 1, 2016. The second reporting period is July 1, 2016 through June 30, 2017, due by October 1, 2017. The final reporting period is from July 1, 2017 through June 30, 2018, due October 1, 2018. The factors to include are set forth in paragraph (3) of subdivision (c) of WIC section 18987.72.~~
- ~~d. The County shall send a copy of the report to CDSS; CDSS shall make the report available to the Legislature upon request.~~
- ~~e. Provide that the failure to timely prepare the annual report as set forth in (c) above may result in termination of this Agreement, resulting in the withdrawal of any state approval and related waivers from the CAM'S PLACE Reform Project.~~
- ~~f. Permit amendments, modifications, and extensions of the agreement to be made with the mutual written consent of both parties and with approval of the State, based on a county evaluation, and on the experience and information acquired from the implementation and the ongoing operation of the program.~~
- ~~g. Be consistent with meeting the goals of the County's system improvement plan developed pursuant to the California Child Welfare Outcomes and Accountability System.~~
- ~~h. CAM'S PLACE Reform Project's program and fiscal models are consistent with the goals of AB 403 and the RBS framework.~~
- ~~i. The County or CAM'S PLACE Reform Project shall conduct an independent evaluation of the waiver as described in WIC section 18987.61(f) and is due six (6) months before the pilot ends.~~
- ~~j. Twelve (12) months prior to the end of the pilot, the County shall report to the State its bridging plan to ensure that case plans for children and their families are adjusted, if necessary, for the post-CAM'S PLACE Reform Project period and how the County and provider will be able to conform to AB 403 requirements.~~

I.K. GENERAL PROVISIONS

1. This Agreement may be amended only by written agreement of both parties. ~~and where appropriate will make reference to RBS documentation that will be adapted for use by CAM'S PLACE Reform Project and the County.~~
2. This Agreement is subject to any additional restriction, limitations or conditions enacted by the state Legislature that may affect the provisions, terms or funding of the **RBS** ~~CAM'S PLACE~~ Reform Project. This Agreement shall be modified as necessary due to changes in state or federal law that impact its provisions. ~~as it relates to CCR including the ability to provide for the extension of CAM'S PLACE Reform Project transition to a short term residential treatment center concurrent with the conclusion of the CAM'S PLACE Reform Project waiver.~~
3. The Mendocino County Board of Supervisors hereby delegates to the Director or their designee of the Mendocino County Health and Human **Social** Services Agency the authority to enter into such written amendments with the State on behalf of the County.
4. **The State's signing of this Agreement does not constitute a waiver of state laws or regulations, other than as specifically described in the Waiver Request or the Agreement.**

J.L. TERMINATION

1. Either party shall have the right to terminate this Agreement for cause upon sixty (60) calendar days prior written notice to the other party.
2. The County may elect to terminate their participation in the **RBS** CAM'S PLACE Reform Project subject to the following provisions:
 - a. The County must consult with the State prior to exercising the opt-out election to terminate their participation in the **RBS** CAM'S PLACE Reform Project and must provide written notification to the State of the County election to opt-out.
 - b. The State must be in receipt of the written notification of the County opt-out election sixty (60) calendar days prior to the first day of the month in which the County intends to terminate its participation in the **RBS** CAM'S PLACE Reform Project.
 - c. **The County must be able to implement a phase-down strategy to ensure that case plans for children and their families are adjusted, if necessary, for the post-RBS Reform Project period.**
3. The State may terminate this Agreement **on any basis afforded by this agreement and specifically** in any of the following circumstances:
 - a. If the County fails to comply with Sections F **D. 2. d., and E.**

- b. If the State determines, based on its review of the County's ~~CAM'S PLACE Reform Project~~ **RBS** program conducted no sooner than 18 months after the first child is enrolled, that the County is not achieving timely movement from **RBS** group residential care facilities into lower levels of care or exits from ~~Foster Care~~ to permanent families with associated savings. In this event, the ~~s~~**State** shall provide sixty (60) days advance notice of termination to the County.
- c. If the State determines that pursuant to Section ~~4~~ **H (1)**, upfront costs for this project are necessary but funds are not available.
- d. **If the State determines that the County has violated any other state or federal law that would allow for termination.**

CALIFORNIA DEPARTMENT OF SOCIAL
SERVICES

COUNTY OF MENDOCINO

By: _____


Michael White, Staff Services Manager
~~WILL LIGHTBOURNE, Director~~

By: _____


Chair, County Board of Supervisors

Date: _____

1/30/18

Date: _____

JAN 09 2018

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

By: *A. Molgaard*
Anne Molgaard, Acting HHSA Director

Date: 11/29/17

Budgeted: ☒ Yes ☐ No

Budget Unit: 5130

Line Item: 86-3127

Org/Object Code: CW

Grant: ☐ Yes ☒ No

Grant No.: _____

COUNTY OF MENDOCINO

By: *Dan Hamberg*
~~JOHN MCGOWEN~~, Chair JAN 09 2018
BOARD OF SUPERVISORS
Dan Hamberg

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *Karla Van Hagen*
Deputy JAN 09 2018

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: *Karla Van Hagen*
Deputy JAN 09 2018

INSURANCE REVIEW:

By: *Carmel J. Angelo*
Risk Management

CONTRACTOR/COMPANY NAME

By: *Michael White*
Signature

Printed Name: ~~Will Lightbourne~~ Michael White

Title: Director Staff Services Manager I

Date: 1/30/18

NAME AND ADDRESS OF CONTRACTOR:

California Department of Social Services
Attn: Natalie Bonner
744 P Street
MS 8-14-747
Sacramento, CA 95814

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: *Charlotte Scott*
Deputy

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: *C. Cuello*
Deputy CEO

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____