

**AMENDMENT TO BOARD OF SUPERVISORS  
AGREEMENT NO. 17-067**

This Amendment to BOS Agreement No. 17-067 is entered into this 19th day of JUNE, 2018, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Redwood Community Services, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 17-067 was entered into on July 18, 2017; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and Redwood Community Services, Inc., this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, CONTRACTOR will provide Emergency Shelter for children with special needs. This amendment will allow for addition staff as needed for youth placed by the COUNTY who are also Redwood Coast Regional Center clients.

NOW, THEREFORE, we agree as follows:

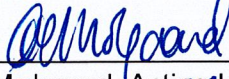
1. **Agreement Amount:** The amount of the original BOS Agreement No. 17-067 will be changed from \$1,129,443 to \$1,158,754.
2. **Exhibits:** The Definition of Services, Exhibit A, and the Payment Terms, Exhibit B, set out in the original BOS Agreement No. 17-067 have been altered and new Exhibits are attached herein.

All other terms and conditions of BOS Agreement No. 17-067 shall remain in full force and effect.



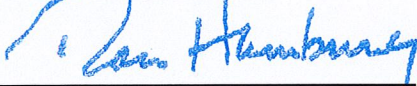
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

By:   
Anne Molgaard, Acting HHSA Director  
Date: 5/8/18

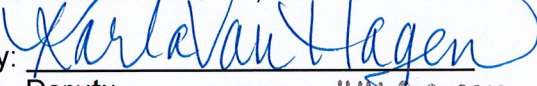
Budgeted: ☒ Yes ☐ No  
Budget Unit: 5010  
Line Item: 86-3133  
Org/Object Code: SSECSC  
Grant: ☐ Yes ☒ No  
Grant No.:

**COUNTY OF MENDOCINO**

By:   
DAN HAMBURG, Chair  
BOARD OF SUPERVISORS JUN 20 2018

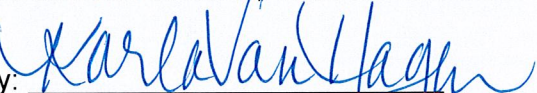
**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

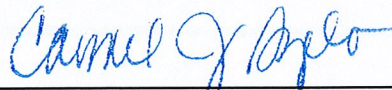
By:   
Deputy JUN 20 2018

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

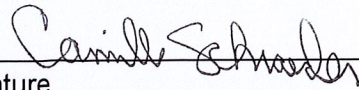
CARMEL J. ANGELO, Clerk of said Board

By:   
Deputy JUN 20 2018

**INSURANCE REVIEW:**

By:   
Risk Management

**CONTRACTOR/COMPANY NAME**

By:   
Signature

Printed Name: Camille Schraeder

Title: Executive Director

Date: 5/24/2018

**NAME AND ADDRESS OF CONTRACTOR:**

Redwood Community Services, Inc.  
PO Box 2077  
Ukiah, CA 95482

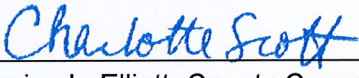
707-467-2010;

[Camille@redwoodcommunityservices.org](mailto:Camille@redwoodcommunityservices.org)

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::

By:   
Katharine L. Elliott, County Counsel

Date: 5/9/18

**EXECUTIVE OFFICE/FISCAL REVIEW:**

APPROVAL RECOMMENDED

By:   
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 ☒ 17-148

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: 501(c)(3)

## **EXHIBIT A**

### **DEFINITION OF SERVICES**

CONTRACTOR shall provide the following services:

#### **I. GROUP HOME LEVEL PLACEMENT SERVICES FOR ASSESSMENT AND STABILIZATION**

- A. Duration: Children may be placed up to 6 months at the Mendocino County Children's Center (MCCC).
- B. Children to be Served: CONTRACTOR shall provide immediate placement for high needs children for assessment and stabilization services for children who have been referred by the COUNTY, and who:
  - 1. Have been removed from parental custody because of allegations of abuse, neglect, or abandonment; or
  - 2. Are dependents of the Juvenile Court under Welfare & Institutions Code Section 300 and must be moved immediately from an existing foster or group home placement;
  - 3. Are transitioning from a group home and require assessment and stabilization pending the selection of a suitable home-based family setting placement. These include children who:
    - a. Are at risk of placement in a group home; or
    - b. Have displayed behavior which precludes placement in a family based foster care setting. Examples of such behavior include:
      - 1. Being under the influence of alcohol or illicit drugs.
      - 2. Running away from a previous foster home.
      - 3. Harming self.
      - 4. Acting aggressively towards or harming caregivers or other children while in foster care.
      - 5. Displaying sexual aggression toward other children in foster care.
      - 6. Stealing at a significant level.
- C. Numbers to be Served: CONTRACTOR shall maintain 2,190 bed days per year (beds for up to six children per day) in MCCC.
- D. Services to be Provided to Children: CONTRACTOR shall provide:
  - 1. All the basic elements of care needed by the children placed including, but not limited to:

- a. Food.
  - b. Shelter.
  - c. Clothing.
  - d. Health Care.
  - e. Supervision.
  - f. Recreation.
  - g. Discipline.
  - h. Predictable routines of daily living.
  - i. Supplies, including diapers, bottles, and sundries.
  - j. Hygiene.
2. Specialized care according to the needs of each child, including the following:
- a. An initial assessment and treatment plan (two to six hours) to determine eligibility for mental health services reimbursable by Medi-Cal.
  - b. Individual and family therapy.
  - c. Group rehabilitation.
  - d. Crisis services.
  - e. Medication management.
  - f. Case management.
  - g. Management of emotional and behavioral problems such as impulsivity, aggression, self-harm, running away, sexual misconduct, provocation, and defiance.
  - h. Treatment for lice and other parasites.
  - i. Accommodation for developmental delays.
  - j. Management of enuresis and encopresis.
3. Behavioral Health Services program on site through the associated Specialty Mental Health Children's Services program, Children's Therapeutic Services (CTS).
4. Transportation to and from school for children placed MCCC who are enrolled in Mendocino County schools as delineated in the MCCC Protocols unless otherwise arranged in advance with the COUNTY and agreed to by both the COUNTY and CONTRACTOR.
5. Independent study on site for children placed in MCCC who are not enrolled in Mendocino County schools, or for whom attendance in the school is not in their best interest, as delineated in the MCCC Protocols.
6. Transportation to and from all in-county appointments with the following exceptions:
- a. MCCC staff shall not be required to transport children directly to biological parents or caretakers.

- b. MCCC staff shall not be required to transport children from a prior placement to the MCCC or from the MCCC to the next placement.
- c. MCCC staff shall not be required to transport children during evening hours or on weekends unless arrangements are made in advance and agreed to by both COUNTY and CONTRACTOR.
- d. MCCC staff shall not be required to transport children out of Mendocino County unless arrangements are made in advance and agreed to by both COUNTY and CONTRACTOR.

E. Coordination of Services: CONTRACTOR shall:

- 1. Coordinate with the Mendocino County Health and Human Services Agency's (HHSA) Behavioral Health and Recovery Services (BHRS) and partner agencies of the Multi-Disciplinary Team (MDT) and the Multi-Agency Coalition (MAC) to determine the best on-going mental health service options for each child.
- 2. Abide by the interagency protocols delineated in the MCCC Protocols as they pertain to CONTRACTOR.

F. Staffing: CONTRACTOR shall:

- 1. Ensure that care providers are trained and capable of providing adequate and appropriate supervision and care for the children placed in the MCCC.
- 2. Be responsible for the conduct and discipline of staff and for replacing inappropriate staff if necessary.
- 3. Ensure that staff caseloads and qualifications meet the requirements of all applicable articles in California Code of Regulations, Title 22, Division 6, Chapter 1 and Chapter 5.
- 4. Provide a local team of staff people including:
  - a. One full-time Program Manager/Social Worker.
  - b. One full-time Child Care Worker (CCW).
  - c. Five  $\frac{3}{4}$  time CCWs.
  - d. Two  $\frac{1}{2}$  time CCWs.
  - e. Additional staffing as needed to provide specialized care and supervision for children/youth placed by the COUNTY who are also Redwood Coast Regional Center clients. Additional staffing will help ensure safety of all youth placed at MCCC and will help ensure that all Community Care Licensing regulations continue to be met.

5. Ensure that the MCCC Program Manager/Social Worker, that person's supervisor, or an appropriate delegate be available 24 hours per day, seven days per week by phone.
6. Ensure that all MCCC staff who work directly with children are trained and utilize methods of positive discipline that include rewards for appropriate, constructive, safe, and helpful behaviors and that include consequences for inappropriate behaviors. Discipline methods shall exclude:
  - a. Physical punishment.
  - b. Deprivation of meals or sleep.
  - c. Threats.
  - d. Verbal harshness such as mocking, scorn, name-calling, or derision of any kind.
  - e. Any action meant to frighten, harm, or demean.
7. Ensure that all MCCC staff who work directly with children be trained and capable in the following additional arenas:
  - a. Recognizing and responding appropriately to stress.
  - b. Setting and appropriately enforcing behavioral expectations and limits.
  - c. Providing developmentally appropriate socialization.
  - d. Recognizing and responding appropriately to abnormal behavior.
  - e. Providing routine medical care.
  - f. Responding to emergencies, including mental health and medical emergencies.
  - g. Managing sexual misconduct, aggression, defiance, provocation, self-harm, or running away appropriately.
- G. Physical Plant: CONTRACTOR shall ensure that the physical plant of the MCCC facility meets the requirements of all applicable articles in California Code of Regulations, Title 22, Division 6, Chapters 1 and 5.
- H. Maintenance of Vehicles: CONTRACTOR shall maintain all vehicles used to transport children in good working order, and in clean, orderly and odor-free condition.
- I. Record-Keeping: CONTRACTOR shall maintain records of children placed in the MCCC, including:
  - a. Child's name, age, date of birth, gender and ethnicity.
  - b. Child's apparent medical and school enrollment status.
  - c. Child's required service appointments and family contacts.
  - d. Child's clothing and personal property at placement in and exit from the MCCC.



- e. Any observed medical, emotional or behavioral problems while living in the MCCC.
- f. The identity of the COUNTY staff person who placed the child in the MCCC.
- g. The identity of the child's COUNTY case managing social worker.
- h. The identity of the COUNTY staff person who removes the child from the MCCC at discharge.
  - 1. Originals and copies of records, other vital documents, and reports on file for active and inactive children will be maintained in locked, confidential file cabinets in the CONTRACTOR'S local business office.

J. Communication & Reporting: CONTRACTOR shall:

- 1. Provide information and consultation to the COUNTY regarding the child's needs as identified in the MCCC and the care provided to the child in the emergency shelter.
- 2. Provide information to the COUNTY Placement Unit Supervisor and/or the Placement Unit Social Worker to assist in the completion of a placement evaluation for each child.
- 3. Communicate with the COUNTY Placement Unit Supervisor and/or Placement Unit Social Worker immediately whenever a child appears to have an emotional or medical problem which cannot be managed suitably at the MCCC and requires external intervention, or which appears to warrant further action during the child's next placement.
- 4. Provide the COUNTY with written incident reports within 24 hours whenever an emergency shelter child:
  - a. Is injured.
  - b. Is involved in a crime.
  - c. Engages in aggression, self-harm, sexual misconduct, property destruction, running away, defiance or provocation.
- 5. Provide the COUNTY with written incident reports whenever an MCCC staff person appears to have acted inappropriately with a child placed in the MCCC.
- 6. Provide the HHSA FCS Placement Unit and case carrying social worker with the following routine written reports:
  - a. Assessment Report within 14 days of placement.

- b. Discharge Progress Report when a child remains in the MCCC for an additional two or more weeks beyond the end date of the MCCC Assessment Report, and further emotional, behavioral or medical developments have occurred. Report should be received upon discharge or shortly thereafter.
- K. Resolution of Disagreements: CONTRACTOR shall resolve intake disagreements with the COUNTY using the following progressive steps:
  - Step 1 - Resolve the issue with the FCS on-call or Placement Unit staff person making the referral.
  - Step 2 - Resolve the issue with the FCS on-call worker's unit supervisor or the Placement Unit Supervisor.
  - Step 3 - FCS on-call worker's supervisor or the Placement Unit Supervisor resolves the issue with the Emergency Shelter Program Manager.
  - Step 4 - FCS Program Manager or Deputy Director resolves the issue with the CONTRACTOR's Executive Director.
- L. On-Going Program Evaluation & Improvement: CONTRACTOR shall meet semi-annually with the COUNTY Program Manager in charge of placement and with COUNTY Placement Unit staff members to evaluate the MCCC program and its operation.

## II. EMERGENCY SUPPORT TEAM

### A. Joint Response to Scene of Detention:

1. The Redwood Community Services (RCS) Emergency Support Staff (ESS) will be available to provide around the clock emergency assistance to the COUNTY Social Worker.
2. The ESS will be contacted by the FCS Social Worker when a suspected child abuse/neglect report comes in to the FCS hotline that requires an immediate in-person response.
3. The FCS Social Worker and the ESS will arrive on-scene to assess the situation. As the FCS Social Worker begins his/her investigation process, the ESS will, at the direction of the FCS Social Worker, make immediate contact with the child(ren) and any family members present to begin gathering information about relatives and/or other responsible adults who could be considered for placement.



4. If/when it is determined by the FCS Social Worker that the child(ren) will be taken into custody due to safety concerns and/or the parent(s) are not present to care for them, the ESS worker will take custody of the child(ren) and transport the child(ren) to one of the following predetermined locations: RCS Behavioral Health Services (BHS) office (99 S. Humboldt, Willits), RCS Foster Family Agency office (800 N. State St. Ukiah), or the RCS Fort Bragg office (32670 Hwy 20, Unit 2, Fort Bragg) while waiting for a final placement determination from the FCS Social Worker. While at one of the predetermined RCS locations, the ESS will:
- a. Assess the child(ren) for immediate needs including medical, food and clothing.
  - b. Obtain immediate needs for the child(ren) which may include food, clothing, diapers/formula, personal hygiene items, etc.
  - c. Provide comfort to child(ren) and assess the child(ren)'s emotional state.
  - d. Prepare the child(ren) for foster care, such as explaining what a foster home is, based on the child(ren)'s age/cognitive ability.
  - e. Obtain information from the child(ren) that may support the child(ren) in their transition to foster care such as possessions which are important to them, ways in which they are comforted/soothed, bed times, meal preferences and times, etc.
  - f. Begin developing with the child(ren) the circle of influence in their lives including relatives, friends, teachers, coaches, other important people, etc.
  - g. Obtain medical clearance/treatment for the child(ren) as needed at the request of the FCS Social Worker prior to transporting the child to placement.
  - h. If a relative or non-related extended family member placement is not available, assist the FCS Social Worker with follow up with agencies for placement at the request of the FCS Social Worker including but not limited to RCS, Tapestry, and TLC to seek emergency foster care options. In the event that a suitable home-like living environment is not available, the ESS worker will contact the Mendocino County Children's Center (MCCC) Supervisor for consultation regarding possibility of placing the child(ren) at MCCC temporarily.
  - i. Facilitate the child(ren) having contact with their parent, guardian, or a responsible relative after they have been taken into custody within five (5) hours for all children under the age of 10 and within one (1) hour for children over the age of 10 after detention. The ESS will use a designated cell phone and phone number which will be provided to the parent, guardian, or responsible relative at the time of detention on a business card or over the phone. The parent, guardian, or responsible relative can then call that number to speak with the child and allow for voice-to-voice contact within the time

frame set forth by Welfare and Institutions Code Section 308 and/or "as soon as practical". For young children, the ESS will assist with phone contact by holding the phone for the child so that they may hear their parents'/guardians'/responsible relative's voice and encourage communication and/or vocalizations.

- j. Check in by phone with the FCS Social Worker at least once an hour while awaiting further direction from the FCS Social Worker as to where the child(ren) will be placed.
5. The ESS will transport the child(ren) to the relative/non-related extended family member or foster care placement identified by the FCS Social Worker.
  6. In instances where the FCS Social Worker and ESS respond to a report and the FCS Social Worker determines that it is not necessary to detain the child(ren) at that time, the FCS Social Worker may determine that further assessment of the family's needs and concerns is necessary and/or further monitoring of the family is needed. In such circumstances, the ESS will be prepared to provide support to the parent(s)/ caregiver(s) by having readily available resource materials, literature, and referrals which can be provided to the family for the purpose of linking them to services and programs which can assist them in decreasing the risk factors associated with their involvement with FCS.
- B. Target Population: Children/youth who are detained by Mendocino County HHSA Family & Children's Services.
- C. Staff Training Requirements: CONTRACTOR shall ensure all ESS staff receive training as follows:
1. Emergency response training will be provided by COUNTY to RCS ESS to ensure ESS competency in their ability to work effectively in emergency situations.
  2. Trauma informed care and relative inquiry: CONTRACTOR will provide training to ESS that meets the minimum employee training requirements for all staff working directly with youth and families in the Foster Family Agency. CONTRACTOR will also provide ESS with additional training around Trauma-Informed Care in order to develop the ESS's understanding of the impact of trauma on a child/youth's development/ behavior so the ESS will be better prepared to support child(ren)/youth who may have had previous adverse childhood experience. ESS will address concerns in an effort to decrease traumatic aspects commonly associated with the detention process such as losing contact with

friends/family, not understanding or being told what is happening or where they are going, etc. CONTRACTOR will also provide the ESS with basic training and skills to ask the child(ren) in an age-appropriate manner about relatives important to the child and who are consistent with the child(ren)'s best interest to obtain information regarding the location of the child(ren)'s adult relatives and provide this information to the FCS Social Worker by the following business day.

D. Reports: CONTRACTOR will submit reports as follows:

1. ESS is to check in with the FCS Social Worker by phone at least once an hour while children/youth are in the care of the ESS.
2. ESS will provide a written report within the first 24 hours regarding any details shared by the child/youth.
3. ESS will submit a Suspected Child Abuse Report if additional abuse and/or neglect is disclosed by the child/youth.
4. ESS will submit Incident Reports for behavior by the child/youth that is unusual or dangerous to themselves or others (phone call followed by written report).

E. Resources: CONTRACTOR furnishes:

1. Vehicle with a cleared safety check for the RCS/ESS staff to use to respond with the FCS Social Worker to a detention and transport detained children/youth.
2. Resource material / tool kit for families as appropriate.
3. Assistance in engaging families.
4. A business card for FCS Social Workers to give to parents with the phone number to call the child/youth within the guidelines of Welfare and Institutions Code Section 308. In the event that the parent is still on location when ESS worker appears, the worker will follow a script and provide his/her name and the business card with the phone number to call.

This is a one year Agreement and CONTRACTOR should make no assumption of continued funding for this purpose at the end of this contract period.

[END OF DEFINITION OF SERVICES]

## EXHIBIT B

### PAYMENT TERMS

I. COUNTY will pay CONTRACTOR as per the following instructions:

Item	Monthly Cost	Annual Cost
<u>Annual retainer for 2,190 bed days:</u> \$144.37 per bed x 2,190 bed days =	\$26,348	\$316,176
<u>Annual retainer for ESS:</u> Staffing / program operation costs =	\$20,012	\$240,144
Total Retainer:	\$46,360	\$556,320
<u>Reimbursement for beds used:</u> \$261.70 per bed per day X up to 6 beds = \$1,570.20 X 365 days =		\$573,123
<u>Additional Staffing Costs for high needs youth</u> Bill as used		\$29,311
TOTAL		\$1,158,754

II. CONTRACTOR will submit monthly invoices to:

HHSA Family & Children's Services  
Foster Care Eligibility Supervisor  
P.O. Box 839  
Ukiah, CA 95482

Payments under this Agreement shall not exceed One Million One Hundred Fifty-Eight Thousand Seven Hundred Fifty-Four Dollars (\$1,158,754) for the term of this Agreement.

[END OF PAYMENT TERMS]