

BOS AGREEMENT NO. _____

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 19-178**

This Amendment to BOS Agreement No. 19-178 is entered into this _____ day of _____, 2020, 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. 19-178 was entered into on July 1, 2019; and

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

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the maximum amount of BOS Agreement No. 19-178 from \$610,320 to \$907,705; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to replace Exhibit A and Exhibit B of BOS Agreement No. 19-178; and

WHEREAS, CONTRACTOR will continue to provide immediate placement for high needs youth, emergency support for social worker, and stipends to foster homes who are on-call to receive emergency placements.

NOW, THEREFORE, we agree as follows:

1. **Amount:** The amount set out in BOS Agreement No. 19-178 has been increased from \$610,320 to \$907,705.
2. **Exhibit A:** The Exhibit A, Definition of Services, set out in BOS Agreement No. 19-178 has been altered and a new Exhibit A is attached herein.
3. **Exhibit B:** The Exhibit B, Payment Terms, set out in BOS Agreement No. 19-178 has been altered and a new Exhibit B is attached herein.

All other terms and conditions of BOS Agreement No. 19-178 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Bekkie J. Emery
Bekkie Emery, HHS Assistant Director/
Social Services Director

Date: Dec. 10, 2020

Budgeted: ☒ Yes ☐ No

Budget Unit: 5010

Line Item: 86-3133

Org/Object Code: SSEC

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

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

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 11/20/2020

CONTRACTOR/COMPANY NAME

By: Victoria Kelly
Victoria Kelly, Chief Executive Director

Date: 11/25/2020

NAME AND ADDRESS OF CONTRACTOR:

Redwood Community Services, Inc.

PO Box 2077

Ukiah, CA 95482

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:

CHRISTIAN M. CURTIS,
County Counsel

By: Christian M. Curtis
Deputy

Date: 11/20/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

Date: 11/20/2020

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

Exception to Bid Process Required/Completed ☒ EB 20-191

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. SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP) LEVEL PLACEMENT SERVICES FOR ASSESSMENT AND STABILIZATION AND/OR PLACEMENT

- A. Duration: Children may be placed up to six (6) months at the Mendocino County Children's Center (MCCC)/ Cam's Place.
- 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 as follows:
 - 1. Referrals will be for children who have been removed from parental custody because of allegations of abuse, neglect, or abandonment; and/or who are dependents of the Juvenile Court under Welfare and Institutions Code Section 300 and must be moved immediately from an existing foster or residential placement.
 - 2. Children referred will have needs that are just below an inpatient health facility level of care; behavioral and therapeutic needs that are not able to be met in a home-based family setting, even with the provision of supportive services, and who require the level of supervision and clinical interventions provided by the CONTRACTOR. These include children who:
 - a. Are at risk of placement in a residential facility; or
 - b. Have been terminated from other residential placements; or
 - c. Have displayed behavior which precludes placement in a home-based foster care setting. Examples of such behavior include: being under the influence of alcohol or drugs, running away from home/previous placements, harming self, acting aggressively towards or harming caregivers or other children, displaying sexual aggression toward other children and/or stealing at a significant level.
 - 3. Meet the criteria identified in Welfare and Institutions Code Sections 4096 and 11462.01 for placement in an STRTP as determined by the COUNTY'S Interagency Placement Committee Multi-Disciplinary Team (IPCMDT).

- a. Children placed on an emergency basis into MCCC prior to a determination by the IPCMDT will be assessed by a licensed mental health professional within seventy-two (72) hours of placement to prepare a written determination regarding the level of services and supervision required in order to meet the child's behavioral or therapeutic needs; and
 - b. The IPCMDT shall make a determination regarding the appropriateness of the continued placement at MCCC with the recommendations from the Child and Family Team within thirty (30) days of the emergency placement.
- C. Rejections/Ejections from the facility: Absent an immediate safety issue or risk and compatibility issue with other children placed at the facility, CONTRACTOR shall maintain a "No Reject/No Eject" policy accepting and maintaining children who meet the criteria listed above in A and B. Placement rejections and ejections shall be determined in collaboration with the COUNTY.
- D. Numbers to be Served: CONTRACTOR shall maintain two thousand one hundred ninety (2,190) bed days per year (beds for up to six (6) children per day) in MCCC.
- E. 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 (2) to six (6) 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. Therapeutic services 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 in the emergency shelter 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 COUNTY and CONTRACTOR.
- 5. Independent study on site for children placed at 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 by MCCC staff with the following exceptions:
 - a. Transportation of children directly to biological parents or caretakers.
 - b. Transportation of children from a prior placement to MCCC or from MCCC to the next placement.
 - c. Transportation of children during evening hours or on weekends unless arrangements are made in advance and agreed to by both COUNTY and CONTRACTOR.

- d. Transportation of children out of Mendocino County unless arrangements are made in advance and agreed to by both COUNTY and CONTRACTOR.

F. Coordination of Services. CONTRACTOR shall:

1. Coordinate with the COUNTY 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.

G. 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 program.
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 in compliance with Group Home / STRTP regulations.
5. Ensure that the MCCC Program Manager/Social Worker, that person's supervisor, or an appropriate delegate be available twenty-four (24) hours per day, seven (7) 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 areas:
 - a. Trauma-informed care.
 - b. Recognizing and responding appropriately to stress.
 - c. Setting and appropriately enforcing behavioral expectations and limits.
 - d. Providing developmentally appropriate socialization.
 - e. Recognizing and responding appropriately to abnormal behavior.
 - f. Providing routine medical care.
 - g. Responding to emergencies, including mental health and medical emergencies.
 - h. Managing sexual misconduct, aggression, defiance, provocation, self-harm, or running away appropriately.
- H. 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.
- I. Maintenance of Vehicles: CONTRACTOR shall maintain all vehicles used to transport children in good working order, and in clean, orderly and odor-free condition.
- J. Record-Keeping: CONTRACTOR shall maintain records of children placed in MCCC, including:
 1. Child's name, age, date of birth, gender and ethnicity.
 2. Child's apparent medical and school enrollment status.
 3. Child's required service appointments and family contacts.
 4. Child's clothing and personal property at placement in, and exit from the MCCC.
 5. Any observed medical, emotional or behavioral problems while living in the MCCC.
 6. The identity of the COUNTY staff person who placed the child in the MCCC.
 7. The identity of the child's COUNTY case managing social worker.

8. The identity of the COUNTY staff person who removes the child from the MCCC at discharge.
9. 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.

K. Communication and Reporting: CONTRACTOR shall:

1. Provide information and consultation to the COUNTY regarding the child's needs as identified by the MCCC and the care provided to the child in the MCCC.
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 immediate verbal notice followed by written incident reports within twenty-four (24) hours whenever a child placed at the facility:
 - 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 a MCCC staff person appears to have acted inappropriately with a child placed in the facility.
6. Provide the Health and Human Services Agency (HHSA), Family and Children's Services (FCS) Placement Unit and case carrying social worker with the following routine written reports:
 - a. Assessment Report within fourteen (14) days of placement.
 - b. Placement Progress Reports at three (3) months and five (5) months from the date of placement at MCCC. Each report must include a current assessment of the child's functioning and level of

service and supervision needs as well as a discharge plan which will be developed in collaboration with the COUNTY.

- L. 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 Supervisor or the Placement Unit Supervisor.
 - Step 3 - FCS On-Call Supervisor or the Placement Unit Supervisor resolves the issue with the MCCC Program Manager.
 - Step 4 - FCS Program Manager or Deputy Director resolves the issue with the CONTRACTOR's Executive Director.
- M. On-Going Program Evaluation and 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.
- N. In addition to the bed retainer identified for MCCC/ Cam's Place in Exhibit B, CONTRACTOR will be paid, upon placement, the STRTP rate. This rate shall be identified on the child's placement agreement and paid in the same manner as all other group home payments outside of this Agreement.

II. SHORT-TERM RESIDENTIAL TREATMENT BED RETAINER (MENDOCINO HOUSE)

- A. Numbers to be Served: CONTRACTOR shall be compensated for up to one and a half (1.5) vacant beds per night per month, not to exceed three hundred sixty-five (365) bed nights between November 1, 2019 and June 30, 2020. The vacant beds must have been available for placement in Mendocino House.
- B. Monthly reviews will be completed by Family and Children's Services' Deputy Director / Social Services Director and CONTRACTOR to review any youth that were denied placement and the basis of the denial.
- C. Rejections/Ejections from the facility: Absent an immediate safety issue or risk and compatibility issue with other children placed at the facility, CONTRACTOR shall maintain a "No Reject/No Eject" policy accepting and maintaining children who meet the criteria identified in Welfare and Institutions Code Sections 4096 and 11462.01 for placement in an STRTP as determined by the COUNTY'S Interagency Placement Committee Multi-Disciplinary Team (IPC MDT).

Placement rejections and ejections shall be determined in collaboration with the COUNTY.

D. Retainer bed payments are effective November 1, 2019 through June 30, 2020.

III. 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 a predetermined RCS location. 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 and Tapestry Family Services 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 MCCC Supervisor for consultation regarding the 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 ten (10) and within one (1) hour for children over the age of ten (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 one (1) time per 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 FCS.

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 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 twenty-four (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.

IV. EMERGENCY FOSTER CARE HOMES

CONTRACTOR shall provide the following services:

- A. Recruit foster/resource homes to provide emergency placement for children and youth ages zero (0) to eighteen (18) who do not need group home/STRTP level of care, or for whom there is no immediate placement available in a group home or STRTP. Emergency foster care beds retained under this Agreement shall be available only to Mendocino County FCS.
- B. Compensate foster/resource families who are willing and able to receive emergency placements and are on-call twenty-four (24) hours a day, seven (7) days a week as follows:
 1. Emergency foster parents shall receive the maximum monthly stipend of \$1,500 a month if:
 - a. They are willing to accept and are certified or approved for one (1) or more placements at a time of any age, birth to age eighteen (18).
 - b. They are willing to accept and are certified or approved for teenage placements, ages thirteen (13) to eighteen (18); and/or they are willing to accept and are certified or approved for placements of children with emotional, behavioral, mental health difficulties or developmental disabilities for whom an emergency placement in a Short Term Residential Therapeutic Program (STRTP) is not immediately available, or who do not meet the State criteria for placement in an STRTP.
 2. Emergency foster parents shall receive a monthly stipend of \$700 if:

- a. They are willing to accept and are certified or approved for one (1) or more placements at a time; but
 - b. They are only willing to accept placements of children ages birth to 12 years old; or
 - c. They are only willing to accept placements of children with no known emotional, behavioral, mental health difficulties or developmental disabilities.
- C. In addition to the monthly on-call stipend CONTRACTOR shall pay to the emergency foster care parents, CONTRACTOR shall receive, upon placement, the State foster family agency placement rate based on the child's assessed Level of Care. These rates shall be identified on the child's placement agreement and paid in the same manner as all other foster care payments outside of this Agreement.
- D. The identified emergency foster care homes shall be on-call and available twenty-four (24) hours a day, seven (7) days a week to be contacted by telephone to receive an emergency placement. CONTRACTOR shall ensure the emergency foster care homes respond to placement inquiries within fifteen (15) minutes of being contacted by CONTRACTOR. FCS staff will contact the CONTRACTOR to arrange for emergency placement. CONTRACTOR will then contact the emergency foster care homes and make arrangements for placement.
- E. CONTRACTOR shall develop and prepare emergency foster care families to be trauma-informed and who can provide adequate care for the children placed in emergency foster care, including children with special needs, developmental delays and emotional and/or behavioral problems. Basic care includes, but is not limited to: supervision, shelter, hygiene, food, recreation, discipline, predictable routines of daily living, health care, and supplies including: diapers, bottles, and sundries. Special care includes, but is not limited to: provision of temporary educational support, managing emotional and behavioral problems such as impulsivity, aggression, self-harm, running away, sexual misconduct, provocation, and defiance; treating lice and other parasites, administering medication, accommodating developmental delays, and managing bed-wetting and encopresis.
- F. CONTRACTOR'S certified foster or approved resource family homes serving as emergency foster care homes shall be suitable for the residence of children, in compliance with all Community Care Licensing requirements for the "physical plant" of certified foster family agency foster homes or approved resource families, and maintained at all times in suitable condition.
 - 1. Emergency foster care homes must have appropriate supplies at all times to care for children birth to age eighteen (18), including but not limited to,

bottles, diapers and formula. CONTRACTOR is responsible for ensuring the emergency foster homes have necessary items to meet the basic needs of the children placed in emergency foster care.

2. Emergency foster care homes shall have at least one (1) bedroom for emergency placements. However, up to two (2) infants may share a bedroom with the foster parents.
3. No more than four (4) children shall share one (1) bedroom;
 - a. Children who share a bedroom shall be of the same sex or gender identity, unless both children are under age eight (8) or are a minor parent and his or her own child.
 - b. When determining whether children may share a bedroom, the CONTRACTOR and FCS placing social worker shall ensure and document the health and safety of each child and that the children are compatible. Compatibility is determined by consideration of the following:
 - i. The degree of age difference between the children;
 - ii. The developmental levels and needs of each child;
 - iii. The privacy needs of each child and the plans to meet those needs;
 - iv. Each child's history, including sleeping arrangements at home and any factors that may contraindicate sharing a room, if known;
 - v. Any history or suspicion of sexual abuse or sexual exploitation;
 - vi. The supervision plan within the home; and
 - vii. The sleeping patterns of each child.

G. CONTRACTOR shall ensure that the emergency foster care parents are trained in the following areas:

1. Basic care of children in emergency foster care, including: attentive supervision at all times, unconditional nurturance, recognizing and responding appropriately to distress, setting and appropriately enforcing behavioral expectations and limits, providing developmentally appropriate socialization, recognizing and appropriately responding to abnormal behavior, providing routine medical care and responding to emergencies;
2. Specialized training about the safe and appropriate management of sexual misconduct, aggression, violence, defiance, provocation, self-harm, running away, and/or leaving without permission;

3. Methods of positive discipline that include rewards for appropriate, constructive, safe and helpful behaviors, and consequences for inappropriate behaviors. Discipline methods shall exclude:
 - a. Physical punishment.
 - b. Deprivation of meals or sleep.
 - c. Threats.
 - d. Verbal harshness in the form of mocking, scorn, name-calling, or derision of any kind.
 - e. Any action meant to frighten, harm or demean.
 4. Appropriate and supportive participation in Child and Family Team (CFT) meetings convened by the COUNTY for children placed in emergency foster care.
- H. CONTRACTOR will provide training, support, appropriate interventions and/or therapeutic services as emergency foster care parents may require to maintain the proper level of care, to manage problems that arise with the children during care, and to manage personal or relational stress that may arise on the part of the care provider.
- I. In the event a child placed in an emergency foster care home demonstrates continued and/or significant aggression, property destruction, or other serious or significant behavioral or mental health concerns, CONTRACTOR and/or emergency foster care parents will:
1. Contact law enforcement and/or the Mental Health Crisis Line (1-855-838-0404) for assistance; and
 2. Contact Mendocino County Health and Human Services Family and Children's Services to alert the COUNTY of the situation.
- J. CONTRACTOR shall provide transportation for children placed in emergency foster care as follows:
1. To and from the child's school of origin if the school is located within a thirty (30) mile radius of the emergency foster home. If the child's school of origin is located more than thirty (30) miles from the emergency foster home, and the emergency foster parents are unable to transport the child, the COUNTY will work with the CONTRACTOR and Mendocino County Office of Education Foster and Homeless Youth Liaison to arrange alternate transportation, enroll the child immediately in the appropriate school in the emergency foster home's district, or arrange for short term

independent study pending determination of the child's more permanent placement.

2. Transportation to and from all in-county appointments including transporting and accompanying children to and from court appearances. If CONTRACTOR is unable to transport a child to an appointment, CONTRACTOR must make arrangements with the COUNTY social worker at least twenty-four (24) hours in advance so the COUNTY social worker can arrange alternate transportation.
 3. Out-of-county transportation, if arranged in advance and agreed to by the COUNTY and CONTRACTOR;
 4. All vehicles of CONTRACTOR or CONTRACTOR's certified emergency foster/resource families that are used for transporting children shall be maintained in good working order and shall be kept clean and odor-free.
- K. CONTRACTOR shall accept all children from birth to age eighteen (18), when beds are available, who are referred for immediate, emergency placement by the COUNTY.
- L. CONTRACTOR shall always hold a case conference with the COUNTY Placement Unit before any internal change of placement between emergency foster homes occurs. No placement change will occur without the explicit agreement from the COUNTY.
- M. CONTRACTOR shall comply with Welfare and Institutions Code Section 308 and California Code of Regulations Title 22 as follows:
1. Inform the COUNTY social worker or designee of the telephone number at which the child may be contacted. That telephone number will be provided by the social worker to the child's parents or legal guardians and will be used judiciously according to the child's ability to tolerate such contacts as determined by the COUNTY Social Worker;
 2. Ensure children of any age placed in emergency foster homes have regular telephone contact with their parents prior to the detention hearing unless that contact would be detrimental to the child as determined by the COUNTY;
 3. Ensure children of any age placed in emergency foster homes are able to make and receive confidential telephone calls and send and receive unopened mail unless prohibited by court order.
- N. COUNTY Social Workers shall be permitted to have direct contact with children placed in emergency foster homes in-person and by telephone. Absent an emergency, the COUNTY Social Worker will schedule contacts with foster

children in advance with the CONTRACTOR to assure the child is present and not attending an activity or appointment.

- O. CONTRACTOR and emergency foster care/resource parents shall allow COUNTY FCS staff to remove any child placed in emergency foster care pursuant to this Agreement at any time without providing a seven (7) day notice in order to return the child to a parent or legal guardian, to place the child with a relative or nonrelative extended family member or place the child in a longer-term placement.
- P. CONTRACTOR shall 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 emergency foster care home, which requires external intervention, or which appears to need further action during the next placement.
- Q. CONTRACTOR may initiate an emergency assessment of children/youth for mental health needs at the time of placement if deemed appropriate by the COUNTY and CONTRACTOR. CONTRACTOR will contact COUNTY FCS to obtain consent.
- R. During the time a child is placed with the CONTRACTOR in emergency foster care, the CONTRACTOR and emergency foster care parents are mandatory participants in the Child and Family Team (CFT) as specified in the joint California Department of Health Care Services and California Department of Social Services All County Letter No. 16-84 dated October 7, 2016. CFT meetings, which are to include members of the CFT, shall be convened by the COUNTY within the first sixty (60) days of the child's entry to foster care and no less frequently than every six (6) months. CFT meetings are convened to discuss any placement changes for the child, the most appropriate placement for the child, and service needs for the child, including but not limited to, Specialty Mental Health Services and/or psychotropic medications for the child.
 - 1. If a CFT meeting is convened by the COUNTY during the time of a child's placement in emergency foster care with the CONTRACTOR, CONTRACTOR and the emergency foster care parent will participate in the CFT.
 - 2. The COUNTY will work to accommodate the date and time requests of all CFT members when scheduling CFT meetings to enable all CFT members to participate in the CFT meetings in-person.

COUNTY shall:

- A. At the time of initial placement, provide the following to CONTRACTOR:
 - 1. Forms: Medical Consent and Placement Agreement;

2. At the time of initial placement, or as soon as practically possible, an emergency supply of prescription medication for any child coming into emergency foster care on existing, ongoing medications;
 3. The names of the child's parents who are authorized to have regular telephone contact with the child pending the detention hearing.
- B. When the information becomes available, provide to CONTRACTOR information about the educational, medical, placement and behavioral history of children placed in emergency foster care.
 - C. Arrange for visitation between children placed in emergency foster care and their family members.
 - D. Notify CONTRACTOR twenty-four (24) hours in advance, when possible, of all court appearances, visitations, requests for interviews by attorneys and Court Appointed Special Advocates (CASA), change of placements and social worker home visits unless an emergency need exists to conduct an unannounced home visit.
 - E. Provide out-of-county transportations unless arranged in advance and agreed to by CONTRACTOR.

This is a one (1) 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]

PAYMENT TERMS

Item	Monthly Cost	Annual Cost
<u>Mendocino County Children's Center (MCCC)/ Cam's Place</u> <u>Annual retainer for 2,190 bed days:</u> \$144.37 per bed day July – September and \$229.72 per bed day October – June (increased rate effective October 1, 2019) for a total of 2,190 bed days <u>Annual retainer for ESS:</u> Staffing / program operation costs <u>Mendocino House</u> Annual retainer for 365 bed days (11/1/19 to 6/30/20 x 1.5) \$444.89 per bed x 365=	\$26,348 July to Sept \$41,348 Oct to June \$20,012 \$20,298	\$451,176 \$240,144 \$162,385
Total Retainer:	\$81,658	\$853,705
<u>Emergency Foster Home Stipends</u> To be billed as used up to the maximum amount of \$54,000. Monthly invoice must include number of homes that were on-call for the month and the stipend level per home, in addition to the name of each child placed in an emergency foster home and dates of stay per child.		\$54,000
<u>Reimbursement for beds used in MCCC or foster homes:</u> Will be at the CONTRACTOR'S State-Issued facility rate, for MCCC, or the child's assessed Level of Care for foster care placement, and will be paid as all other foster care/residential placements are paid, outside of this agreement.		
MAXIMUM AMOUNT		\$907,705

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 Nine Hundred Seven Thousand
Seven Hundred Five Dollars (\$907,705) for the term of this Agreement.

[END OF PAYMENT TERMS]