

CHERISH
(72-Hour Receiving Center Access)

AGREEMENT

between

MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

and

SAN BENITO COUNTY
HEALTH AND HUMAN SERVICES DEPARTMENT
(SBHHS)

December 6, 2022 – September 30, 2025

AGREEMENT FOR AVAILABILITY OF EMERGENCY PLACEMENT OF MINORS

I. DECLARATION

This agreement is entered into by and between the MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES hereinafter referred to as MCDSS, and SAN BENITO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT, hereinafter referred to as SBHHS, for the purpose of coordinating access to the CHERISH Center to place youth who have been removed from their family or youth in placement transition for up to **72 hours**. The purpose of this Agreement is to identify the roles and responsibilities of each of the parties.

II. BACKGROUND

MCDSS, as part of its services to children subjected to abuse and/or neglect, and to assist those children recover from the trauma experienced by removal from their home, provides placement through a **72-hour** Receiving Center (“Center”). SBHHS has a need and desire to utilize available beds and space in that Receiving Center as an adjunct to programs that they may run themselves. MCDSS is willing to make available beds and space accessible to SBHHS for this purpose.

CHERISH is designed to support children through the trauma of removal from their birth families and to ease the transition between placements for children disrupting from Child Welfare Placements. CHERISH provides a supportive, child-friendly place where children can be looked after safely while more thoughtful placements are researched.

III. SCOPE OF SERVICES

SBHHS agrees to:

- Follow established written guidelines and schedules for on-call staff and adhere to MCDSS staff facility access steps. For purposes of this Agreement and placement of SBHHS minors the Center may accept a child from SBHHS in accordance with the following agreements:
 - Only Child Welfare Staff may admit youth to CHERISH, and they will:
 - Register the youth by phone, advising the staff of the ages, sex and any special circumstances including medications.
 - Complete the CHERISH Intake Form (Exhibit A)
 - Ensure Youth are advised of their personal rights per W&I 308B
 - Sign in as requested by CHERISH Staff
 - Advise CHERISH Staff of the status of the child and placement consideration.

- After Hours, if needed, Child Welfare Staff should remain with the child until Child Care Staffing levels are appropriate.
- Pick up youth within **72 hours** and sign appropriate discharge documents.
- Ensure the confidentiality of the Center and not provide the address or location to any case participant.
- Upon Placement of a child in the Center, SCHSD shall provide a contact person and phone number for the appropriate SBHHS staff responsible for that child.

NOTE: The following are considered inappropriate for placement at CHERISH:

1. Homeless youth and runaway youth who are not dependents.
2. Youth arrested for a crime or status offense.

- Follow established written guidelines on High-Risk Youth (Exhibit B) for purposes of this Agreement and placement of SBHHS minors, reference, duties, obligations set forth in that document regarding MCDSS social workers shall be interpreted to apply to the responsible SBHHS social worker.
- Ensure youth do not stay more than **72 consecutive hours** related to any one incident.
- Provide all necessary information to allow Center staff to provide the necessary support.
- Ensure that a point of contact person is designated and available 24/7 to enhance communication and to ensure timely follow-up.
- SBHHS is not required to utilize any minimum number of spaces per month or year and understands that *beds/spaces are provided by MCDSS as available only.*

MCDSS agrees to:

- Receive children 24 hours a day, seven days a week from authorized SBHHS staff (ages newborn to eighteen). Assess immediate needs, settle and orient children to the Center. Provision of placement space in the Center is as available only. MCDSS reserves the right to change the exact location of the Center upon giving SBHHS notice of that change in location or operation.
- Ensure that the Center maintains core operational hours of 12:00 AM – 11:59 PM, (24 hours per day) and seven days per week.

- Ensure that the Center has the capacity to care for up to 10 children at one time, from newborn to eighteen (18) years of age. Staffing level and facility accommodations will meet the diverse needs of this population, including being able to care for ill and distraught children. Staffing shall be maintained at a ratio of at least one staff person for every three (3) children.
- Conduct a general health history and health inventory (with children of appropriate ages and emotional stability). If Center staff identifies any health situations needing attention, Center staff will contact the SBHHS staff, who will be responsible for taking the child to an appropriate medical facility, unless it is an emergency in which case Center staff will contact 911.
- Assess and document the child's known problem behaviors, medical needs, likes and dislikes (food/special toy).
- Provide assistance, supervision, and support of the children, including, but not limited to providing:
 - Snacks, meals and clean clothing, including sleepwear, if needed.
 - Shower, bathing facilities, basic hygiene and de-lousing services (as appropriate); Supply toothbrushes, shampoo, hygiene goods, etc.
 - Assistance with medications (limited to tracking of medication administration).
 - Age-appropriate activities.
 - Observation of children and their interactions with others.
 - Basic mental health screening and case management to assess the immediate needs of children.
- Document and report to SBHHS, any and all significant assessments made by Center staff, as well as documentation of services provided. Information will be provided only to appropriate SBHHS staff.
- Document and maintain a record of services provided.
- Provide bilingual services, as needed and available.
- Provide a safe, clean and child-friendly Center facility that meets the following minimum requirements:
 - Kitchen, laundry, bathroom and bathing facilities
 - Office space, meeting and interview rooms
 - Play areas
 - Segregated sleeping areas to accommodate age/gender appropriate separation

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

MONTEREY COUNTY shall indemnify, defend, and hold harmless **SAN BENITO COUNTY**, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with **MONTEREY COUNTY's** performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of **SAN BENITO COUNTY**. "**MONTEREY COUNTY's** performance" includes **MONTEREY COUNTY's** action or inaction and the action or inaction of **MONTEREY COUNTY's** officers, employees, agents and subcontractors.

SAN BENITO COUNTY shall indemnify, defend, and hold harmless **MONTEREY COUNTY**, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with **SAN BENITO COUNTY 's** performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of **MONTEREY COUNTY**. "**SAN BENITO COUNTY's** performance" includes **SAN BENITO COUNTY's** action or inaction and the action or inaction of **SAN BENITO COUNTY's** officers, employees, agents and subcontractors.

B. INSURANCE PROVISIONS

Insurance Coverage Requirements: Without limiting either Party's duty to indemnify, each Party shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial **General Liability**, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and

Comprehensive **Automobile Liability** covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and

General Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to both parties and authorized by law to transact insurance business in the State of California. Unless otherwise specified in this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date the parties complete their performance of services under this Agreement. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

C. CONFIDENTIALITY AND RECORDS

Confidentiality: Each party, its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of state and Federal law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by either party from access to any such records, and from contact with its clients and complainants, shall be used by either party only in connection with its conduct of the program under this Agreement. Either party shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of either party shall remain confidential and may be disclosed only as permitted by law.

Maintenance and Availability of Records: Each party shall prepare and maintain all reports and records that may be required by federal, state or county laws, rules, policies, and regulations, and shall furnish such reports and records to the other party, and to the state and federal governments as required, or upon request of the other party.

Retention of Records: Each party shall maintain and preserve all records related to this Agreement (and shall assure the maintenance of such records in the possession of any third-party performing work related to this Agreement) for a minimum period of five (5) years from the date of final payment under this Agreement. Such records shall be retained beyond the five-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this Agreement is resolved.

D. TERM

This Agreement shall commence effective December 6, 2022, and remain in full force and effect through September 30, 2025, or until terminated as provided herein. Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party.

E. FISCAL

The maximum obligation of SBHHS D under this Agreement shall be \$80 per hour of placement in the Center, up to a maximum of **72 hours per child**, per incident, with a 72-hour maximum not to exceed **\$5,760** per child and a maximum not to exceed **\$30,000** for the term of the Agreement. On July 1 of every year of this Agreement, this hourly rate may be subject to an annual cost of living increase/adjustment. MCDSS shall give SBHHS D at least 30 days' notice of the applicable adjustment.

MCDSS will submit to SBHHS D quarterly billing for any occupancy, and payments shall be made by SBHHS D within 30 days of tender of that billing.

Billing Claims will be sent to:

Joshua Mercier, Deputy Director
San Benito County Health & Human Services Department
1111 San Felipe Road, Ste. 205
Hollister CA 95023

Payments will be sent to:

Monterey County DSS
Administrative Services Branch
1000 S. Main Street, Suite 306
Salinas CA, 93901

All payments must be received no later than 30 days after the end of each quarter, or after termination of this Agreement.

SBHHS D shall submit a copy of each payment simultaneously to the MCDSS contact listed in V. NOTICE, below.

V. NOTICE

Notice to the parties in connection with this Agreement shall be given personally, or by regular mail, addressed as follows:

Notice to SBHHS D:

Joshua Mercier, Deputy Director
San Benito County Health & Human Services Department
1111 San Felipe Road, Ste. 205
Hollister CA 95023

Notice to MCDSS:

Laura Neal, Deputy Director
Family & Children's Services
Department of Social & Employment Services

1000 South Main Street, Suite 111
Salinas, CA 93901

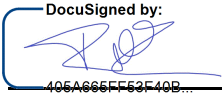
Each party reserves the right to make a reasonable change to the designated contact person and address of its own contact person. Such change shall be required to be in writing and provide at least 30 days' notice to the other party in advance of the change. Such change shall not require an amendment to this Agreement.

(Signature page follows)

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

BY _____
Lori A. Medina, Director
Department of Social Services
County of Monterey

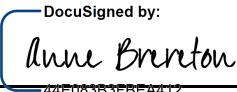
Date

BY  _____
Ray Espinosa, CAO
County of San Benito

10/19/2022


Date

APPROVED AS TO FORM:

 _____
Monterey County Deputy County Counsel

10/19/2022 | 10:56 AM PDT

Date

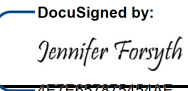
Approved as to Form
San Benito County Counsel


Deputy County Counsel

10/18/2022

Date

APPROVED AS TO FISCAL PROVISIONS:

 _____
Monterey County Auditor-Controller

10/19/2022 | 2:36 PM PDT

Date

EXHIBIT A – MCDSS-SBHHS D MOU Receiving Center

CHERISH CENTER INTAKE INFORMATION

(County Social Worker Completes)

Date: _____ **Time:** _____ **Am / Pm**

Social Worker Signature: _____ **Social Worker Print**

Name: _____ **Cell Phone:** _____

Phone: _____ **Pager:** _____

Fax: _____

Supervisor Name: _____

Phone: _____

After Hours Contact Person: _____ **Phone:** _____

<p><u>Child Name</u> Last: _____ First: _____</p> <p>AGE: _____ DOB: _____</p> <p><u>Gender:</u> M / F <u>Ethnicity:</u> _____ <u>Client's Language:</u> _____ SS# _____</p> <p>Medi-cal #: _____</p> <p><u>Coming From:</u> Bio-Home <input type="checkbox"/> Relative <input type="checkbox"/> Hospital <input type="checkbox"/> Group Home <input type="checkbox"/> Foster Family <input type="checkbox"/> Awol <input type="checkbox"/> Other <input type="checkbox"/></p>
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Reason for Removal (Please Circle One): Abuse; Physical, Sexual or Emotional. Abuse of Sibling. Neglect Caretaker Absence or Caretaker Incapacity. Change of Placement

Please Explain:

EXHIBIT B – MCDSS-SBHHS MOU Receiving Center

POLICY FOR ADMITTING HIGH RISK YOUTH

High Risks and Unusual Circumstances may include:

1. Clients under the influence of drugs or alcohol.
2. Clients who have family and/or friends that know the Cherish location.
3. Clients who exhibit high risk behavior, such as threats, violence, suicidal ideation, gang affiliation, etc.
4. Previous clients with known high-risk behaviors.

If it is determined before client’s arrival that the client presents a high risk, then

1. Cherish staff will inform Cherish Supervisor.
2. Cherish Supervisor will inform Cherish Director.
3. Cherish Supervisor will inform Cherish on-call staff to be prepared to come in if needed in case of an emergency.
4. Cherish Director and DSES Program Manager will consult to draft a safety plan and inform their respective staff.
5. Nurse and Behavioral Health staff will be contacted.
6. DSES Staff who brings in the high-risk youth may stay on-site to assist.
7. Safety plan is put into place.

*** For clients under the influence: DSES staff will take client to the hospital first for evaluation. Once cleared, client may be brought to site.

If multiple youth are in the center, then

1. Cherish staff will inform Cherish Supervisor.
2. Cherish Supervisor will call in Cherish on-call staff to work.
3. Cherish Supervisor will inform Cherish Director.
4. DSES Staff may choose to stay on-site to assist if approved by the oncall County Standby Supervisor. County Standby Supervisor also has option of contacting DSES standby worker to assist.

If youth starts to exhibit high risk behavior:

1. Cherish staff contacts Cherish Supervisor.
2. Cherish Supervisor will:
 - a). go to site to assist
 - b). call Cherish on-call staff in to assist
 - c). call DSES standby in to assist
 - d). call Behavioral Health Staff
 - e). call Cherish Director

In extreme cases, if youth’s behavior is beyond control, staff will call 911.