

**CHERISH
(23-Hour Receiving Center Access)**

AGREEMENT

between

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

and

**SAN BENITO COUNTY
HEALTH AND HUMAN SERVICES AGENCY
(SBCHHSA)**

July 1, 2019 – June 30, 2022

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 AGENCY**, hereinafter referred to as **SBCHHSA**, 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 23 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 23-hour Receiving Center ("Center"). SBCHHSA 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 SBCHHSA for this purpose.

III. SCOPE OF SERVICES

SBCHHSA agrees to:

- Follow established written guidelines and schedules for on-call staff and adhere to MCDSS staff facility access protocol, as outlined in the Program Directive 04-08. **(Exhibit A)**. For purposes of this Agreement and placement of SBCHHSA minors, reference, duties, obligations set forth in that document regarding MCDSS social workers shall be interpreted to apply to the responsible SBCHHSA social worker. Notwithstanding anything in that Directive to the contrary (specifically IIA), the Center may accept a child from SBCHHSA that is otherwise in conformity with the Policy.
- Follow established written guidelines on High Risk Youth **(Exhibit B)** for purposes of this Agreement and placement of SBCHHSA minors, reference, duties, obligations set forth in that document regarding MCDSS social workers shall be interpreted to apply to the responsible SBCHHSA social worker.
- Ensure youth do not stay more than 23 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.
- SBCHHSA 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 SBCHHSA staff (ages 0 – 18). 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 SBCHHSA notice of that change in location or operation.
- Ensure that the Center maintains nine core operational hours of 10 AM-7 PM, M – F with onsite staff, and maintains appropriate on-call staff for the weekend and hours before and after core service hours.
- 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 SBCHHSA 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 SBCHHSA, any and all significant assessments made by Center staff, as well as documentation of services provided. Information will be provided only to appropriate SBCHHSA 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 meeting 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

Each Party shall indemnify, defend, and hold harmless the other Party, its officers, board members, agents, employees, volunteers and authorized representatives from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, claims, liens, causes of action, judgments, expenses, damages to property and injuries to or death of persons) occurring or resulting to any and all persons, firms, or corporations to the extent such claims, liabilities, and losses arise out of or are connected to the indemnifying Party's action or inaction related to this Agreement.

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 parties 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 **July 1, 2019** and remain in full force and effect through **June 30, 2022** 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 SBCHHSA under this Agreement shall be \$27 per hour of placement in the Center, up to a maximum of 23 hours per child, per incident, with a daily maximum not to exceed \$621.00 per child and a maximum not to exceed of \$10,000 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 SBCHHSA at least 30 days' notice of the applicable adjustment.

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

Billing Claims will be sent to:

Tracey Belton, Deputy Director
San Benito County Health and Human Services Agency
1111 San Felipe Road, Suite 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.

SBCHHSA 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 SBCHHSA:

Tracey Belton, Interim Director
San Benito County Health and Human Services Agency
1111 San Felipe Road, Suite 205
Hollister, CA 95023

Upon Placement of a child in the Center, SBCHHSA shall provide a contact person and phone number for the appropriate SBCHHSA staff responsible for that child.

Notice to MCDSS:

Lori Medina, Deputy Director
Family & Children's Services
Department of Social & Employment Services
1000 South Main Street, Suite 112
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.

VI. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

BY Henry Espinosa
Henry Espinosa, Acting Director
Department of Social Services
County of Monterey

6/26/19
Date

BY _____
Tracey Belton, Interim Director
San Benito County Health & Human
Services Agency

Date

APPROVED AS TO FORM:

AB
Monterey County Deputy County Counsel

June 5, 2019
Date

APPROVED AS TO FISCAL PROVISIONS:

[Signature]
Monterey County Auditor-Controller

6-6-19
Date

**Family and Children's Services (FCS)
Program Directive**

P.D. Number: 04-08
Implementation Date: 10/14/2004
Revised Date: 7/01/2009
Filing Section: Placement

CHERISH CENTER, 23-Hour Receiving Center

I. Summary

The Receiving Center 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 placements. The Center provides a supportive, child-friendly place where children can be looked after safely while more thoughtful placements are researched, including assessment of relative and near kin placement options. Children receive health screening, mental health assessment, short-term care and supervision and crisis support. These services assist matching children to the appropriate level of care and addressing issues of permanency at the earliest possible point.

II. Policy

A. Center Purpose

Contractor, a community-based organization under contract to Monterey County Department of Social and Employment Services, staffs the Receiving Center. The Center is a non-residential child friendly environment. Due to licensing restrictions, a child's stay is limited to 23 hours or less. The Receiving Center is not a placement. The Receiving Center can **only** accept a child from the Monterey County Family and Children's Services.

B. Multi Disciplinary Service Delivery

The Receiving Center staff is organized within a comprehensive service delivery model that includes, but is not limited to: DSES Nurse, MC Behavioral Health in addition to Contractor and MC Family and Children's Services.

C. Center Capacity The Center has the capacity to receive and serve up to 10 children between the ages of zero and 18 years.

D. Hours of Operation The Center's core operating hours are 10 AM to 7 PM M-F with availability of on-call staff before and after core service hours and on weekends.

E. Referrals

1. Mandatory Referrals

Except when emergency or urgent medical care is needed, all children shall be taken to the Receiving Center before placement in situations where the child is:

- a. Removed from parents or guardians and is under a police hold;
- b. Removed from parents receiving Family Maintenance services;
- c. Experiencing a placement disruption and there is no identified new placement immediately available.

Exceptions to mandatory referrals are made on a case-by-case basis with an FCS program manager's, or his/her designee's, approval in situations where it is considered better for the child to be placed directly.

2. Inappropriate Registrations

The following are considered inappropriate registrations for the Center:

- a. Homeless children and runaway youth who are not dependents;
- b. Youth arrested for a crime or status offense.

3. Registrations for Consideration

The following may *only* be considered for Center registration with FCS program manager and Contractor program manager and/or supervisor approval:

- a. Youth being released from Juvenile Hall and wards of the court under the Welfare and Institutions Code 601 or 602, if custody is being transferred to DSES;
- b. Youth being released from psychiatric hospitals or from 5150 assessment.

4. Voluntary Referrals

Referral to the Receiving Center is not mandatory when a child is being discharged from the hospital and placement has been pre-arranged.

F. Child Transport

1. Only child welfare staff may admit a child to the Receiving Center after:

- a. First having face-to-face contact with that child
 - b. Transfer from law enforcement staff to the social worker has taken place.
2. Although it is preferred that the social worker take the child to the placement home, the caregiver may transport a child/children from the Center to their home, provided the social worker is present to complete the placement paperwork.

G. Social Worker Continuity

The admitting social worker is to follow through with the discharge planning except when a standby worker transfers the case to a daytime ER worker.

H. Use of the Receiving Center After Regular Business Hours

1. Overnight stays

Children may remain at the Center no more than 23 hours and cannot remain two consecutive nights. Overnight use of the Center is restricted to the following circumstances:

- a. More time will allow the child to be considered for a preferred placement (e.g. a non-custodial parent, other relative or near kin);
- b. To avoid placement in a temporary home;
- c. When arrival to the center is late in the day and did not allow sufficient time for a placement decision to be made (e.g. after 5 PM).
- d. To allow time to hold a TDM meeting prior to placement.

2. After Hours Access

All ER/Standby workers are permitted to enter the Receiving Center without Receiving Center staff present while awaiting Center staffs arrival. The identified FCS supervisors, program managers, deputy director and ER social workers have keys and alarm information for the Receiving Center. Those using the center without Receiving Center staff present must sign in and out as is the case when Receiving Center staff is present.

III. Procedures During Regular Business Hours

A. Prior to referral, the social worker shall:

1. Investigate the allegation of abuse and/or neglect and remove the child from the home, if appropriate.
2. Transport the child to the hospital if medical or mental health issues require immediate attention.
3. Consult with the FCS supervisor and program manager to:

- a. Initiate the exception process for a mandatory referral to the Receiving Center;
- b. Consider referral of youth being released from Juvenile Hall, a psychiatric hospital or a 5150 assessment and children who are wards of the court under the Welfare and Institutions Code 601 or 602.

B. The social worker shall make the referral:

1. Register the child by phone, advising Receiving Center staff of the ages and sex of children and any special circumstances. Use the **CHERISH Center Intake Form (Attachment 1)** as a guide.
2. Inform custodial parent of when/how they will next communicate with child and provide the Center's phone number. The address/location of the Center is confidential information and should not be disclosed to the custodial parent.
3. Within one hour of being taken into custody, inform any child 10 years of age or older of their personal right to make at least two phone calls: one call completed to his or her parent, guardian, or a responsible relative, and another call completed to an attorney. See *Welfare and Institutions Code 308B*.
4. Advise staff of the plan for a child's supervised use of the phone while at the Center.
5. Gather information required to complete the intake form. (complete the form prior to leaving the Center.) If any information requested on the form is unavailable, designated FCS ER staff will contact the Center via phone or FAX with this information.
6. Transport the child to the Center.
7. Sign in on the designated sheet providing the requested information (SW name, time of arrival, pager or cell phone number or other emergency telephone number where you can be reached by Center staff. **CHERISH Center Intake Form (Attachment 1)**).

C. The social worker shall continue the investigation:

1. Initiate request for TDM or internal staffing as appropriate, per current protocol. See **PD Number 04-02**.
2. Initiate the relative caregiver/nearkin approval process, per current protocol. See **PD Number 04-06, Relative/Near Kin Family Assessment and Approval**
3. Contact the FCS Resource Coordinator if no potential caregiver is identified.

D. The social worker shall place the child:

1. Advise Receiving Center staff of the immediate case plan and provide placement information. This will assure that Receiving Center staff assists with transitional counseling with the child and nursing follow-up once the child is placed.
2. Transport the child to placement or arrange transport with the Resource Family, if appropriate.
3. Provide one copy of the Receiving Center Intake Form to the caregiver and retain the original for the case file. A copy will also be filed in the child's Center file.

E. Receiving Center staff shall: 1.

At intake:

- a. Assess the child's level of crisis and physical needs, determining what services need to be provided while the child is in the Receiving Center. Focus on making the child comfortable and providing any immediate services needed.
- b. Supervise approved phone calls for children 10 and older after reviewing the social worker's approved phone call plan.

- c. Arrange for the child to be seen by the on-site nurse. If no nurse is on duty, conduct a general health history and health inventory (with children of appropriate ages and emotional stability). Leave the information gathered for the nurse for their follow up at the center or following placement.
- d. Page the mental health professional.
- e. Initiate the behavioral screening process, in the event that no behavioral health staff is available.
- f. Inventory the child's funds and personal possessions.
- g. Explain the center routines and child's rights.
- h. Ensure completion of the Receiving Center Intake Form.

2. During the child's stay

- a. Provide careful supervision of all children, ensuring that they receive nurturing and supportive care including food, hygiene, rest, and emotional support.
- b. Complete all required paperwork related to logging children's possessions, child observation, mental health screening, incident reporting, and quality assurance.
- c. Collaborate with Health, Behavioral Health, FCS, Police and other professionals that interact with the Center and the children it serves.

3. At discharge

- a. Provide the social worker with two originals and one copy of the intake form and the originals of any health or mental health reports.
- b. Provide an exit packet to the social worker or designee for the child and return child's personal belongings.

F. Receiving Center Nurse shall:

- 1. Conduct a health screening to determine that the child has an acceptable level of wellness and follow-up with caregiver.
- 2. Arrange and coordinate urgent medical care or evaluation, if needed, prior to placement. (NOTE: This does not modify existing policy for children with suspected injuries or illness. ER staff remains responsible for taking these children to the Emergency Room or Urgent Care facility before coming to the Receiving Center or placement.)
- 3. Conduct basic dental screening.
- 4. Document findings of nursing assessment and any health history obtained.
- 5. Consult with social worker and Receiving Center staff regarding child specific health issues and/or general health concerns.
- 6. Develop medication history.
- 7. Link to foster care nurses who case manage medical care of children in out-of-home placement.
- 8. Consult with caregivers (relatives, resource parents, and group homes).
- 9. Enter health information into the Health Education Passport.

G. Behavioral Health Specialist shall provide:

1. Crisis counseling services for children needing immediate intervention due to the trauma of removal from home.
2. On-call mental health screening and assessment of children.
 - a. Complete the mental health screening form using the information both to assist staff in placement and for referral for further mental health evaluation and/or services.
3. Case Management of the children requiring mental health services; navigating the Behavioral Health system.
4. Consultation and follow-up services to caregivers (relative, resource family and group home).

IV. Procedures After Regular Business Hours

A. When registering a child or children after hours, the social worker shall:

1. Call the Contractor on-call supervisor to register the child and to secure authorization for an overnight stay, if needed.
2. Coordinate arrival time to the Center with that of the on-call childcare worker. Obtain the security code from the on-call childcare worker. The reporting time of the childcare worker is not to exceed 45 minutes from the time notified to report to work.
3. Admit child/ren to the Center.
4. In situations where the social worker and child/ren arrive at the Center prior to Contractor staff, use the security code provided by the on-call childcare worker to gain entrance into the Center.
5. Log in time entered the Center.
6. Upon arrival, orient Contractor staff and share initial placement options.
7. In situations where several children are brought in at the last minute, assist with urgent childcare needs until adequate child care staff have arrived.
8. If relatives are identified who would likely be stable and safe placement resources initiate the Relative Near Kin approval process and paperwork.
9. Fax above paperwork to the Screening Unit the following morning. On the CWS Referral form, the ER worker will indicate under "Alerts" that the child is in the Receiving Center and the time the child was taken to the Receiving Center to assure the child does not remain there beyond 24 hours. If faxing is not possible, this information must be given to Screening.
10. Standby social worker may leave a child overnight in the Receiving Center during any shift. If the following day is not a regular business day (e.g. Saturday, Sunday or a holiday), before going off duty, the standby worker must alert both the scheduled supervisor and the ER worker for the next shift that the child is in the Receiving Center. The standby social worker shall also inform the next shift regarding the time the child was taken to the Receiving Center, as well as any pertinent information about the parent or relative caregiver with whom placement or discharge is planned. In addition, Receiving Center staff must be advised of the name and pertinent contact numbers of the worker coming on shift who will follow through with the case to find placement before the 23-hours has expired.

B When a child, registered during regular business hours, needs to remain after hours (overnight), the social worker shall:

1. Inform the Standby worker and assure that their contact phone numbers are current. If an emergency arises during the night, the Receiving Center staff will call Standby staff for assistance. The mental health crisis team will be contacted for mental health emergencies. These calls from the Center shall be considered as high priority.
2. If clearances can be completed on adults in a relative or near-kin home and show no history of criminal convictions or child abuse allegations, but no in-home assessment can reasonably be made by daytime staff, this would be considered a "worker assist" situation. The Program Manager and ER Supervisor will jointly decide if ER will follow up to conduct the home visit and place the child.

V. Confidentiality

Confidentiality will be observed based upon the highest standard of the participating partners. All staff are required to sign a confidentiality statement.

VI. Record Keeping

A. At intake, Center staff shall create a client file to include:

1. Child's photograph
2. Intake forms
3. Incident reports
4. Shift summaries
5. Behavioral assessments.
6. Departure Form/Case Plan
7. PC (if applicable) in file
8. Health Screening Form

B. At discharge, provide the original documents to the child's social worker and store copies in a locked cabinet at the Receiving Center.

VII. Cultural Sensitivity


When serving children and their family members from diverse cultural backgrounds, the staff will be committed to communication and interactions reflecting an awareness of and respect for different ethnicities and racial backgrounds. Spanish speaking staff will be available to assure that monolingual children and their caregivers are assisted and language barriers are overcome. Every effort will be made to provide interpretation services for any child or family necessitating such services.

VIII. Disclosures

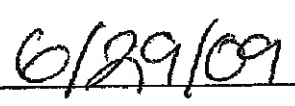
When a child makes a disclosure that is germane to child welfare/protection, Receiving Center childcare staff must immediately report the disclosure to the assigned child welfare worker and complete an incident report. The original report is given to the assigned FCS social worker and a copy placed in the child's Center file.

If the disclosure is related to sexual abuse, the assigned child welfare worker will ensure that the CART (Child Abuse Response Team) protocol is followed, making the necessary crossreports to law enforcement and assisting in the scheduling and transportation of the child to the Archer Child Advocacy Center. If the assigned child welfare worker is not available, childcare staff will report the sexual abuse disclosure to that worker's supervisor to ensure that the appropriate steps are taken. If the disclosure by the child regarding sex abuse is made within 72 hours of the alleged incident, time is of the essence in terms of gathering evidence.

Childcare staff should report after-hour disclosures to the after-hours social worker immediately. The after-hours social worker should report the disclosure to law enforcement to determine whether the child should be brought to Natividad Medical Center for an examination for the purposes of gathering evidence of sexual assault by SART (Sexual Assault Response Team). Law enforcement will determine whether there is a need for an immediate examination and would initiate SART. This would only be necessary if the assault was within 72 hours of the disclosure.



Robert Taniguchi
Deputy Director



Date

Distribution: FCS Managers, Supervisors and staff
Receiving Center Managers, Supervisors and staff
Children's Behavioral Health

CHERISH Center Intake Form

PLEASE PRINT CLEARLY

Name: _____ Sex: Male or Female Ethnicity: Cau, His, Af A, AsA, NA _____

Age: _____ D.O.B. _____ Home Address ZIP CODE : _____

Child is : First time removal : YES NO UNKNOWN , FFA placement disturbance : YES NO UNKNOWN Change of Placement (non disturbed) : YES NO UNKNOWN , Other (602) or _____ YES NO UNKNOWN

ARRIVING: Arrival Date: _____ Arrival Time: _____ am / pm

FCS Social Worker: _____

9-5 Telephone: _____ Cell Phone: _____ Pager: _____

Supervisors name and after-hours number: _____

Signature: _____

* **Make sure** social worker signs in on the **Client Log Book**

Clients can only receive calls from their SOCIAL WORKER: Specify any other CFS/MH Worker

Special dietary needs or allergies: NONE or specify _____

Medical concerns / Medications and dosage (recent trauma) : NONE or specify _____

Other Information NONE (danger to self, AWOL, risk, family/ siblings issue, mental health)

Child/Youth's Possessions Inventory Cash _____ \$

Clothing currently worn _____

Other Items of Value _____

Child/Youth's signature _____

I agree that these items are being held for me to be returned when I depart.

CHERISH Center Intake Form

PLEASE PRINT CLEARLY

Name: _____ Sex: Male or Female Ethnicity: Cau, His, Af A, AsA, NA _____

Age: _____ D.O.B. _____ Home Address ZIP CODE: _____

Child is : First time removal : YES NO UNKNOWN, FFA placement disturbance : YES NO UNKNOWN
Change of Placement (non disturbed) : YES NO UNKNOWN, Other (602) or _____ YES NO UNKNOWN

ARRIVING: Arrival Date: _____ Arrival Time: _____ am / pm

FCS Social Worker: _____

9-5 Telephone: _____ Cell Phone: _____ Pager: _____

Supervisors name and after-hours number: _____

Signature: _____

* Make sure social worker signs in on the Client Log Book

Clients can only receive calls from their SOCIAL WORKER: Specify any other CPS/MH Worker

Special dietary needs or allergies: NONE or specify _____

Medical concerns / Medications and dosage (recent trauma) : NONE or specify _____

Other Information NONE (danger to self, AWOL, risk, family/siblings issue, mental health)

Child/Youth's Possessions Inventory Cash _____ \$

Clothing currently worn _____

Other Items of Value _____

Child/Youth's signature _____

I agree that these items are being held for me to be returned when I depart.

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 on call 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.

**CHERISH
(23-Hour Receiving Center Access)**

AGREEMENT

between

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

and

**SAN BENITO COUNTY
HEALTH AND HUMAN SERVICES AGENCY
(SBCHHSA)**

July 1, 2019 – June 30, 2022

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 AGENCY**, hereinafter referred to as **SBCHHSA**, 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 23 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 23-hour Receiving Center ("Center"). SBCHHSA 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 SBCHHSA for this purpose.

III. SCOPE OF SERVICES

SBCHHSA agrees to:

- Follow established written guidelines and schedules for on-call staff and adhere to MCDSS staff facility access protocol, as outlined in the Program Directive 04-08. (**Exhibit A**). For purposes of this Agreement and placement of SBCHHSA minors, reference, duties, obligations set forth in that document regarding MCDSS social workers shall be interpreted to apply to the responsible SBCHHSA social worker. Notwithstanding anything in that Directive to the contrary (specifically IIA), the Center may accept a child from SBCHHSA that is otherwise in conformity with the Policy.
- Follow established written guidelines on High Risk Youth (**Exhibit B**) for purposes of this Agreement and placement of SBCHHSA minors, reference, duties, obligations set forth in that document regarding MCDSS social workers shall be interpreted to apply to the responsible SBCHHSA social worker.
- Ensure youth do not stay more than 23 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.
- SBCHHSA 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 SBCHHSA staff (ages 0 – 18). 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 SBCHHSA notice of that change in location or operation.
- Ensure that the Center maintains nine core operational hours of 10 AM-7 PM, M – F with onsite staff, and maintains appropriate on-call staff for the weekend and hours before and after core service hours.
- 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 SBCHHSA 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 SBCHHSA, any and all significant assessments made by Center staff, as well as documentation of services provided. Information will be provided only to appropriate SBCHHSA 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 meeting 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

Each Party shall indemnify, defend, and hold harmless the other Party, its officers, board members, agents, employees, volunteers and authorized representatives from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, claims, liens, causes of action, judgments, expenses, damages to property and injuries to or death of persons) occurring or resulting to any and all persons, firms, or corporations to the extent such claims, liabilities, and losses arise out of or are connected to the indemnifying Party's action or inaction related to this Agreement.

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 parties 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 **July 1, 2019** and remain in full force and effect through **June 30, 2022** 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 SBCHHSA under this Agreement shall be \$27 per hour of placement in the Center, up to a maximum of 23 hours per child, per incident, with a daily maximum not to exceed \$621.00 per child and a maximum not to exceed of \$10,000 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 SBCHHSA at least 30 days' notice of the applicable adjustment.

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

Billing Claims will be sent to:

Tracey Belton, Deputy Director
San Benito County Health and Human Services Agency
1111 San Felipe Road, Suite 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.

SBCHHSA 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 SBCHHSA:

Tracey Belton, Interim Director
San Benito County Health and Human Services Agency
1111 San Felipe Road, Suite 205
Hollister, CA 95023

Upon Placement of a child in the Center, SBCHHSA shall provide a contact person and phone number for the appropriate SBCHHSA staff responsible for that child.

Notice to MCDSS:

Lori Medina, Deputy Director
Family & Children's Services
Department of Social & Employment Services
1000 South Main Street, Suite 112
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.

VI. COUNTERPARTS

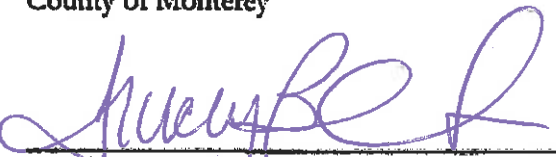
This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

BY _____
Henry Espinosa, Acting Director
Department of Social Services
County of Monterey

Date

BY  _____
Tracey Belton, Interim Director
San Benito County Health & Human
Services Agency

 _____
Date

APPROVED AS TO FORM:

Monterey County Deputy County Counsel

Date

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

 
DEPUTY COUNTY COUNSEL DATE

APPROVED AS TO FISCAL PROVISIONS:

Monterey County Auditor-Controller

Date

**Family and Children's Services (FCS)
Program Directive**

P.D. Number: 04-08
Implementation Date: 10/14/2004
Revised Date: 7/01/2009
Filing Section: Placement

CHERISH CENTER, 23-Hour Receiving Center

I. Summary

The Receiving Center 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 placements. The Center provides a supportive, child-friendly place where children can be looked after safely while more thoughtful placements are researched, including assessment of relative and near kin placement options. Children receive health screening, mental health assessment, short-term care and supervision and crisis support. These services assist matching children to the appropriate level of care and addressing issues of permanency at the earliest possible point.

II. Policy

A. Center Purpose

Contractor, a community-based organization under contract to Monterey County Department of Social and Employment Services, staffs the Receiving Center. The Center is a non-residential child friendly environment. Due to licensing restrictions, a child's stay is limited to 23 hours or less. The Receiving Center is not a placement. The Receiving Center can *only* accept a child from the Monterey County Family and Children's Services.

B. Multi Disciplinary Service Delivery

The Receiving Center staff is organized within a comprehensive service delivery model that includes, but is not limited to: DSES Nurse, MC Behavioral Health in addition to Contractor and MC Family and Children's Services.

C. Center Capacity The Center has the capacity to receive and serve up to 10 children between the ages of zero and 18 years.

D. Hours of Operation The Center's core operating hours are 10 AM to 7 PM M-F with availability of on-call staff before and after core service hours and on weekends.

E. Referrals

1. Mandatory Referrals

Except when emergency or urgent medical care is needed, all children shall be taken to the Receiving Center before placement in situations where the child is:

- a. Removed from parents or guardians and is under a police hold;
- b. Removed from parents receiving Family Maintenance services;
- c. Experiencing a placement disruption and there is no identified new placement immediately available.

Exceptions to mandatory referrals are made on a case-by-case basis with an FCS program manager's, or his/her designee's, approval in situations where it is considered better for the child to be placed directly.

2. Inappropriate Registrations

The following are considered inappropriate registrations for the Center:

- a. Homeless children and runaway youth who are not dependents;
- b. Youth arrested for a crime or status offense.

3. Registrations for Consideration

The following may *only* be considered for Center registration with FCS program manager and Contractor program manager and/or supervisor approval:

- a. Youth being released from Juvenile Hall and wards of the court under the Welfare and Institutions Code 601 or 602, if custody is being transferred to DSES;
- b. Youth being released from psychiatric hospitals or from 5150 assessment.

4. Voluntary Referrals

Referral to the Receiving Center is not mandatory when a child is being discharged from the hospital and placement has been pre-arranged.

F. Child Transport

1. Only child welfare staff may admit a child to the Receiving Center after:

- a. First having face-to-face contact with that child
- b. Transfer from law enforcement staff to the social worker has taken place.

2. Although it is preferred that the social worker take the child to the placement home, the caregiver may transport a child/children from the Center to their home, provided the social worker is present to complete the placement paperwork.

G. Social Worker Continuity

The admitting social worker is to follow through with the discharge planning except when a standby worker transfers the case to a daytime ER worker.

H. Use of the Receiving Center After Regular Business Hours

1. Overnight stays

Children may remain at the Center no more than 23 hours and cannot remain two consecutive nights. Overnight use of the Center is restricted to the following circumstances:

- a. More time will allow the child to be considered for a preferred placement (e.g. a non-custodial parent, other relative or near kin);
- b. To avoid placement in a temporary home;
- c. When arrival to the center is late in the day and did not allow sufficient time for a placement decision to be made (e.g. after 5 PM).
- d. To allow time to hold a TDM meeting prior to placement.

2. After Hours Access

All ER/Standby workers are permitted to enter the Receiving Center without Receiving Center staff present while awaiting Center staffs arrival. The identified FCS supervisors, program managers, deputy director and ER social workers have keys and alarm information for the Receiving Center. Those using the center without Receiving Center staff present must sign in and out as is the case when Receiving Center staff is present.

III. Procedures During Regular Business Hours

A. Prior to referral, the social worker shall:

1. Investigate the allegation of abuse and/or neglect and remove the child from the home, if appropriate.
2. Transport the child to the hospital if medical or mental health issues require immediate attention.
3. Consult with the FCS supervisor and program manager to:

- a. Initiate the exception process for a mandatory referral to the Receiving Center;
- b. Consider referral of youth being released from Juvenile Hall, a psychiatric hospital or a 5150 assessment and children who are wards of the court under the Welfare and Institutions Code 601 or 602.

B. The social worker shall make the referral:

1. Register the child by phone, advising Receiving Center staff of the ages and sex of children and any special circumstances. Use the **CHERISH Center Intake Form (Attachment 1)** as a guide.
2. Inform custodial parent of when/how they will next communicate with child and provide the Center's phone number. The address/location of the Center is confidential information and should not be disclosed to the custodial parent.
3. Within one hour of being taken into custody, inform any child 10 years of age or older of their personal right to make at least two phone calls: one call completed to his or her parent, guardian, or a responsible relative, and another call completed to an attorney. See *Welfare and Institutions Code 308B*.
4. Advise staff of the plan for a child's supervised use of the phone while at the Center.
5. Gather information required to complete the intake form. (complete the form prior to leaving the Center.) If any information requested on the form is unavailable, designated FCS ER staff will contact the Center via phone or FAX with this information.
6. Transport the child to the Center.
7. Sign in on the designated sheet providing the requested information (SW name, time of arrival, pager or cell phone number or other emergency telephone number where you can be reached by Center staff. **CHERISH Center Intake Form (Attachment 1)**).

C. The social worker shall continue the investigation:

1. Initiate request for TDM or internal staffing as appropriate, per current protocol. See **PD Number 04-02**.
2. Initiate the relative caregiver/nearkin approval process, per current protocol. See **PD Number 04-06, Relative/Near Kin Family Assessment and Approval**
3. Contact the FCS Resource Coordinator if no potential caregiver is identified.

D. The social worker shall place the child:

1. Advise Receiving Center staff of the immediate case plan and provide placement information. This will assure that Receiving Center staff assists with transitional counseling with the child and nursing follow-up once the child is placed.
2. Transport the child to placement or arrange transport with the Resource Family, if appropriate.
3. Provide one copy of the Receiving Center Intake Form to the caregiver and retain the original for the case file. A copy will also be filed in the child's Center file.

E. Receiving Center staff shall: 1.

At intake:

- a. Assess the child's level of crisis and physical needs, determining what services need to be provided while the child is in the Receiving Center. Focus on making the child comfortable and providing any immediate services needed.
- b. Supervise approved phone calls for children 10 and older after reviewing the social worker's approved phone call plan.

- c. Arrange for the child to be seen by the on-site nurse. If no nurse is on duty, conduct a general health history and health inventory (with children of appropriate ages and emotional stability). Leave the information gathered for the nurse for their follow up at the center or following placement.
 - d. Page the mental health professional.
 - e. Initiate the behavioral screening process, in the event that no behavioral health staff is available.
 - f. Inventory the child's funds and personal possessions.
 - g. Explain the center routines and child's rights.
 - h. Ensure completion of the Receiving Center Intake Form.
2. During the child's stay
- a. Provide careful supervision of all children, ensuring that they receive nurturing and supportive care including food, hygiene, rest, and emotional support.
 - b. Complete all required paperwork related to logging children's possessions, child observation, mental health screening, incident reporting, and quality assurance.
 - c. Collaborate with Health, Behavioral Health, FCS, Police and other professionals that interact with the Center and the children it serves.
3. At discharge
- a. Provide the social worker with two originals and one copy of the intake form and the originals of any health or mental health reports.
 - b. Provide an exit packet to the social worker or designee for the child and return child's personal belongings.

F. Receiving Center Nurse shall:

1. Conduct a health screening to determine that the child has an acceptable level of wellness and follow-up with caregiver.
2. Arrange and coordinate urgent medical care or evaluation, if needed, prior to placement. (NOTE: This does not modify existing policy for children with suspected injuries or illness. ER staff remains responsible for taking these children to the Emergency Room or Urgent Care facility before coming to the Receiving Center or placement.)
3. Conduct basic dental screening.
4. Document findings of nursing assessment and any health history obtained.
5. Consult with social worker and Receiving Center staff regarding child specific health issues and/or general health concerns.
6. Develop medication history.
7. Link to foster care nurses who case manage medical care of children in out-of-home placement.
8. Consult with caregivers (relatives, resource parents, and group homes).
9. Enter health information into the Health Education Passport.

G. Behavioral Health Specialist shall provide:

1. Crisis counseling services for children needing immediate intervention due to the trauma of removal from home.
2. On-call mental health screening and assessment of children.
 - a. Complete the mental health screening form using the information both to assist staff in placement and for referral for further mental health evaluation and/or services.
3. Case Management of the children requiring mental health services; navigating the Behavioral Health system.
4. Consultation and follow-up services to caregivers (relative, resource family and group home).

IV. Procedures After Regular Business Hours

A. When registering a child or children after hours, the social worker shall:

1. Call the Contractor on-call supervisor to register the child and to secure authorization for an overnight stay, if needed.
2. Coordinate arrival time to the Center with that of the on-call childcare worker. Obtain the security code from the on-call childcare worker. The reporting time of the childcare worker is not to exceed 45 minutes from the time notified to report to work.
3. Admit child/ren to the Center.
4. In situations where the social worker and child/ren arrive at the Center prior to Contractor staff, use the security code provided by the on-call childcare worker to gain entrance into the Center.
5. Log in time entered the Center.
6. Upon arrival, orient Contractor staff and share initial placement options.
7. In situations where several children are brought in at the last minute, assist with urgent childcare needs until adequate child care staff have arrived.
8. If relatives are identified who would likely be stable and safe placement resources initiate the Relative Near Kin approval process and paperwork.
9. Fax above paperwork to the Screening Unit the following morning. On the CWS Referral form, the ER worker will indicate under "Alerts" that the child is in the Receiving Center and the time the child was taken to the Receiving Center to assure the child does not remain there beyond 24 hours. If faxing is not possible, this information must be given to Screening.
10. Standby social worker may leave a child overnight in the Receiving Center during any shift. If the following day is not a regular business day (e.g. Saturday, Sunday or a holiday), before going off duty, the standby worker must alert both the scheduled supervisor and the ER worker for the next shift that the child is in the Receiving Center. The standby social worker shall also inform the next shift regarding the time the child was taken to the Receiving Center, as well as any pertinent information about the parent or relative caregiver with whom placement or discharge is planned. In addition, Receiving Center staff must be advised of the name and pertinent contact numbers of the worker coming on shift who will follow through with the case to find placement before the 23-hours has expired.

B When a child, registered during regular business hours, needs to remain after hours (overnight), the social worker shall:

1. Inform the Standby worker and assure that their contact phone numbers are current. If an emergency arises during the night, the Receiving Center staff will call Standby staff for assistance. The mental health crisis team will be contacted for mental health emergencies. These calls from the Center shall be considered as high priority.
2. If clearances can be completed on adults in a relative or near-kin home and show no history of criminal convictions or child abuse allegations, but no in-home assessment can reasonably be made by daytime staff, this would be considered a "worker assist" situation. The Program Manager and ER Supervisor will jointly decide if ER will follow up to conduct the home visit and place the child.

V. Confidentiality

Confidentiality will be observed based upon the highest standard of the participating partners. All staff are required to sign a confidentiality statement.

VI. Record Keeping

A. At intake, Center staff shall create a client file to include:

1. Child's photograph
2. Intake forms
3. Incident reports
4. Shift summaries
5. Behavioral assessments.
6. Departure Form/Case Plan
7. PC (if applicable) in file
8. Health Screening Form

B. At discharge, provide the original documents to the child's social worker and store copies in a locked cabinet at the Receiving Center.

VII. Cultural Sensitivity


When serving children and their family members from diverse cultural backgrounds, the staff will be committed to communication and interactions reflecting an awareness of and respect for different ethnicities and racial backgrounds. Spanish speaking staff will be available to assure that monolingual children and their caregivers are assisted and language barriers are overcome. Every effort will be made to provide interpretation services for any child or family necessitating such services.

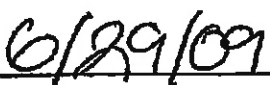
VIII. Disclosures

When a child makes a disclosure that is germane to child welfare/protection, Receiving Center childcare staff must immediately report the disclosure to the assigned child welfare worker and complete an incident report. The original report is given to the assigned FCS social worker and a copy placed in the child's Center file.

If the disclosure is related to sexual abuse, the assigned child welfare worker will ensure that the CART (Child Abuse Response Team) protocol is followed, making the necessary crossreports to law enforcement and assisting in the scheduling and transportation of the child to the Archer Child Advocacy Center. If the assigned child welfare worker is not available, childcare staff will report the sexual abuse disclosure to that worker's supervisor to ensure that the appropriate steps are taken. If the disclosure by the child regarding sex abuse is made within 72 hours of the alleged incident, time is of the essence in terms of gathering evidence.

Childcare staff should report after-hour disclosures to the after-hours social worker immediately. The after-hours social worker should report the disclosure to law enforcement to determine whether the child should be brought to Natividad Medical Center for an examination for the purposes of gathering evidence of sexual assault by SART (Sexual Assault Response Team). Law enforcement will determine whether there is a need for an immediate examination and would initiate SART. This would only be necessary if the assault was within 72 hours of the disclosure.


Robert Taniguchi
Deputy Director


Date

Distribution: FCS Managers, Supervisors and staff
Receiving Center Managers, Supervisors and staff
Children's Behavioral Health

CHERISH Center Intake Form

PLEASE PRINT CLEARLY

Name: _____ Sex: Male or Female Ethnicity: Cau, His, Af A, AsA, NA _____

Age: _____ D.O.B. _____ Home Address ZIP CODE : _____

Child is : First time removal : YES NO UNKNOWN , FFA placement disturbance : YES NO UNKNOWN Change of Placement (non disturbed) : YES NO UNKNOWN , Other (602) or _____ YES NO UNKNOWN

ARRIVING: Arrival Date: _____ Arrival Time: _____ am / pm

FCS Social Worker: _____

9-5 Telephone: _____ Cell Phone: _____ Pager: _____

Supervisors name and after-hours number: _____

Signature: _____

* Make sure social worker signs in on the Client Log Book

Clients can only receive calls from their SOCIAL WORKER: Specify any other CFS/MH Worker

Special dietary needs or allergies: NONE or specify

Medical concerns / Medications and dosage (recent trauma) : NONE or specify

Other Information NONE (danger to self, AWOL, risk, family/ siblings issue, mental health)

Child/Youth's Possessions Inventory Cash _____ \$

Clothing currently worn _____

Other Items of Value _____

Child/Youth's signature _____

I agree that these items are being held for me to be returned when I depart.

CHERISH Center Intake Form

PLEASE PRINT CLEARLY

Name: _____ Sex: Male or Female Ethnicity: Cau, His, Af A, AsA, NA _____

Age: _____ D.O.B. _____ Home Address ZIP CODE: _____

Child is : First time removal : YES NO UNKNOWN , FEA placement disturbance ; YES NO UNKNOWN
Change of Placement (non disturbed) : YES NO UNKNOWN , Other (602) or _____ YES NO UNKNOWN

ARRIVING: Arrival Date: _____ Arrival Time: _____ am / pm

FCS Social Worker: _____

9-5 Telephone: _____ Cell Phone: _____ Pager: _____

Supervisors name and after-hours number: _____

Signature: _____

* Make sure social worker signs in on the Client Log Book

Clients can only receive calls from their SOCIAL WORKER: Specify any other CFS/MH Worker

Special dietary needs or allergies: NONE or specify _____

Medical concerns / Medications and dosage (recent trauma) : NONE or specify

Other Information NONE (danger to self, AWOL, risk, family/siblings issue, mental health)

Child/Youth's Possessions Inventory Cash _____ \$

Clothing currently worn _____

Other Items of Value _____

Child/Youth's signature _____

I agree that these items are being held for me to be returned when I depart.

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 on call 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.