

**AGREEMENT  
Between**

**COUNTY OF MONTEREY and NEW FAMILIES**

**INTENSIVE TREATMENT FOSTER CARE SERVICES**

**PLEASE ACCEPT  
AS  
ORIGINAL**

**I. DECLARATION**

This Agreement is entered into between the County of Monterey, Department of Social Services, Family and Children's Services (COUNTY) and NEW FAMILIES for the purpose of implementing the Intensive Treatment Foster Care Program, and to provide Intensive Treatment Foster Care Services (ITFC) as authorized by Welfare and Institutions Code (WIC) Section 18358 et. seq.

**II. BACKGROUND**

The purpose of this Agreement is to establish the terms and conditions under which NEW FAMILIES and COUNTY, in accordance with WIC Section 18358 et. seq., will provide services and activities for the Intensive Treatment Foster Care Services Program (ITFC).

The goal of this ITFC Agreement is to improve outcomes for foster youth by reducing group home placements, reducing the length of residential and/or individual or group mental health treatment services, successfully transitioning and maintaining eligible children in family environments, and increasing the establishment of permanency for children in foster care.

**III. TERM**

This Agreement shall commence on July 1, 2016 and extend through June 30, 2019, unless either party gives notice of termination pursuant to Section IV. This Agreement may be extended for a twenty-four (24) month period with the written consent of both parties. Any other modification of this Agreement shall also be done in written form and executed by both parties.

**IV. TERMINATION**

**1. Termination for convenience**

The COUNTY and/or NEW FAMILIES may request a termination for convenience without cause by notifying the other party in writing 45 days prior to the effective date of termination.

**2. Termination for Cause**

Each party may, at any time in its absolute discretion, elect to suspend or terminate this Agreement, in whole or in part, for cause, by giving written notice specifying the effective date, potentially including, but not limited to, immediate termination and the scope of such termination.

**3. Corrective Action Procedure**

A. Upon receipt by COUNTY of information regarding a failure by NEW FAMILIES to comply with any provision of this Agreement, the COUNTY shall have the right to forward to NEW FAMILIES a notice of COUNTY'S intent to consider corrective action to enforce compliance with such

provision. Such notice shall indicate the nature of the issue, or issues, which are to be reviewed in determining the need for corrective action. NEW FAMILIES may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY shall have the right to require the presence of NEW FAMILIES' officer(s) or employee(s) at any hearing or meeting called for the purpose of considering corrective action.

- B. After issuing such notice, and after considering NEW FAMILIES' response, if any, COUNTY may forward to NEW FAMILIES a set of specific corrective action recommendations and timetable for implementing the specified corrective action recommendations. Following implementation of the corrective action, NEW FAMILIES shall forward to COUNTY, within the time specified by COUNTY, any verification required by COUNTY that the corrective action has been taken.
- C. In the event NEW FAMILIES does not implement the corrective action recommendations in accordance with the corrective action timetable, COUNTY may immediately terminate this Agreement.

- 4. In the event of any termination, all finished or unfinished documents, data, studies, reports, and materials (hereinafter referred to as materials) prepared by NEW FAMILIES under this Agreement shall become the property of COUNTY and shall be promptly delivered to the COUNTY. Upon termination, NEW FAMILIES may make and retain a copy of such materials. NEW FAMILIES shall be entitled to receive payment for work/services provided prior to termination of this Agreement.

## V. SCOPE OF SERVICES

### 1. NEW FAMILIES shall provide the following (WIC, SEC. 4, Section 18358):

- A. Special attention to the recruitment, selection and training of current and new foster parents, including respite foster parents.

Families will be selected for placement under this program, including designated respite care parents, according to factors including, but not limited to:

- a. Prior training or experience caring for emotionally disturbed children and/or children with serious behavioral problems, and demonstration of an understanding of and ability to meet the needs of emotionally disturbed children and/or children with serious behavioral problems.
- b. Willingness and ability to provide care within an intensive treatment foster care program model.
- c. Sensitivity and competence in working in conjunction with birth or adoptive family members.
- d. A commitment to a successful permanent outcome for each child placed.
- e. The ability to accept sibling groups.

- f. Sufficient availability to provide 24-hour supervision if required.
  - g. Language and cultural competence.
  - h. Lives within close proximity to the child's family, school and community, whenever possible in order to enhance and sustain the child's ties to their family.
- B. All participating intensive treatment foster care foster parents shall be provided with at least 40 hours of training in the care of emotionally disturbed children or children who have a serious behavioral problem before becoming an ITFC parent and before placement of a child pursuant to the program, 32 hours of ongoing in-service training within the first 12 months after becoming a certified ITFC foster parent, and 12 hours of ongoing in-service training each year thereafter. All training shall be completed prior to the child's placement in the home.

In two-parents homes, placement may be made after one parent has completed 40 hours of training, provided that an additional 20 hours of ongoing in-service training are completed within 12 months after becoming an ITFC foster parent, and provided that the second parent has completed 40 hours of training and completes an additional 20 hours of training within the first six (6) months of certification of the foster parent as an ITFC foster parent.

- C. Training shall include, but not be limited to:
- a. Working with abused and neglected children
  - b. Behavior de-escalation techniques
  - c. Cardiopulmonary resuscitation
  - d. First aid
  - e. Trauma training
- D. Upon prior written approval of the COUNTY Interagency Placement Committee (IPC) who acts as the COUNTY placing agency, the training requirements specified in B and C above for a participating foster parent in this program may be waived for foster parents with prior experience that includes, but is not limited to, successfully working for at least one year with emotionally disturbed children, or children who have a serious behavioral problem.
- E. Foster parents shall be provided with all necessary support services.
- F. Coordination services with local education agencies and the service provider's nonpublic school, where applicable.
- G. Provision of a 24-hour on-call administrator, who is available to respond in emergency situations.
- H. A system for recruiting, training, and supervising qualified in-home support counselors.

- I. A system of record keeping that documents the delivery of services and supports provided to each child. This documentation shall be summarized and submitted on an annual basis to the COUNTY. The report, in the form set forth in **Attachment A** to this Agreement, shall include the type and cost of the services delivered.
- J. Written policies and procedures on how the ITFC program will be structured to ensure the safety of the child, how suicide attempts, runaways, sexual acting out or, violent and assaultive behavior will be handled, and what will occur to reduce or eliminate future episodes.
- K. Written procedures on frequency of treatment plan, review, modifications of treatment plans, and the role of the foster family and the child's parents in development of the treatment plan.
- L. A process for recruitment, selection and training of foster parents, including respite foster parents. The training curriculum shall include, but not be limited to, the following areas:
  - a. Alternative forms of discipline
  - b. Child growth and development
  - c. Permanency
  - d. Behavior management techniques
  - e. Differential needs and treatment of children
  - f. Behavior de-escalation techniques
- M. NEW FAMILIES shall maintain the following staffing requirements (WIC, Section 18358.10):
  - 1. A support counselor/social worker with experience in residential treatment or experience working with high needs youth. The support counselor/social worker shall have at least one of the following qualifications:
    - a. A bachelor's degree in a social science related field and at least six (6) months of successful experience in working with emotionally disturbed children or children who have a serious behavioral problem.
    - b. An associate degree in a social science related field and have at least one year's successful experience in working with emotionally disturbed children or children who have a serious behavioral problem.
  - 2. Upon written approval of the COUNTY, the educational requirements may be waived for support counselors/social workers with at least two (2) years of successful experience working with emotionally disturbed children or children who have a serious behavioral problem, and who demonstrate a combination of education, skills, and experience that meets the specific cultural and linguistic needs of the target population.

- a. Each support counselor/social worker shall be provided with 40 hours of training to include, but not be limited to:
  - i. Working with abused and neglected children
  - ii. Behavior de-escalation techniques
  - iii. Cardiopulmonary resuscitation
  - iv. First aid
  - v. Treatment plan development for emotionally disturbed children or children who have a serious behavioral problem.
- b. All training shall be completed prior to placing a child in a certified family home for which the support counselor/social worker is assigned responsibility. An additional 20 hours of ongoing in-service training is required within the first 12 months after becoming an ITFC support counselor/social worker.
- c. Each support counselor/social worker shall provide support service to the child and the foster family. This service shall include, but not be limited to:
  - i. Structuring a safe environment for the child
  - ii. Collateral contacts
  - iii. Any administrative or training functions necessary to implement the child's needs and service plan
- d. Social Workers shall have a master's degree consistent with subdivision (e) of Section 1506 of the Health and Safety code, and shall have at least one year of successful experience working with seriously emotionally disturbed children, or children who have a serious behavioral problem.

N. Other Contractual Services: NEW FAMILIES shall contract with a variety of community providers for individualized services to address the specific needs of a child or family. These may include services such as American Sign Language interpreters, psychologists, occupational or physical therapists, nurses, or other assistance as needed, and the training required to provide such services.

O. NEW FAMILIES will assure that the following components of the Needs and Services Plan, see **Attachment A** for an example of minimal requirements (WIC, Sections 18358.15 & 18358.20) exist for all participating families:

1. The child's individual needs and services plan shall be reviewed and approved by the certified foster parents. The child's needs and services plan shall describe the specific needs of the child and ensure that services meet the child's needs and are appropriate to and consistent with the minimum level of service specified in WIC Section 18358.30. (Referenced in SEC. 4, Section 18358.10)

2. NEW FAMILIES shall develop the child's needs and services plan, and have it agreed to by the COUNTY, and certified foster parents.
3. NEW FAMILIES shall provide the services and supports identified in the needs and services plan which are allowable under California's foster care program in accordance with WIC Sections 11460 and 11463, and their implementing regulations.
4. NEW FAMILIES shall arrange for the services needed by each child and for which the child meets eligibility criteria under applicable publicly funded program, including, but not limited to, mental health, education and health services.
5. NEW FAMILIES shall arrange for these services funded by those publicly funded programs to be delivered either by the private nonprofit organization that also operates the foster family agency or another qualified provider.
6. Children in the ITFC program who meet the public mental health system criteria for mental health services and supports shall have those services and supports funded by the Early Periodic Screening, Diagnosis, and Treatment (EPSDT) program pursuant to WIC Section 5778 and other appropriate mental health system sources. This shall not be construed to change the eligibility criteria for EPSDT benefits or services pursuant to federal law.

Children in the ITFC program who do not meet the public mental health system criteria for mental health services and supports and do not have private insurance shall have those services and supports funded by NEW FAMILIES.

7. Children in the ITFC program who meet the public mental health system criteria for mental health services and supports shall have those services and supports funded by appropriate mental health system sources and Therapeutic Behavioral Services (TBS) pursuant to WIC Section 5778 as identified and outlined through individual assessment. This shall not be construed to change the eligibility criteria for EPSDT benefits or services pursuant to federal law.

Children in the ITFC program who do not meet the public mental health system criteria for TBS mental health services and supports and do not have private insurance shall have those services and supports funded by NEW FAMILIES.

8. NEW FAMILIES will work collaboratively to assure that the necessarily required mental health services are in place within 30 days wherever possible.

9. Services that NEW FAMILIES shall provide or arrange for include, but are not limited to, the following:
  - a. Individualized needs and services plans that ensure continuity and stability in the placement of participating children in certified family homes that meet the needs of eligible children, including children making the transition from institutional placement to non-institutional placement.
  - b. Educational and mental health services for children.
  - c. In-home and support services necessary to implement the case plan.
  - d. Other necessary services for children in placement, including medical and dental services.
  - e. Supervised visitation with birth family or legal guardian, if court ordered, and upon mutual agreement by the COUNTY and NEW FAMILIES.
  - f. An effective 24-hours a day, seven days a week social work emergency response service. The plan shall include the criteria for an in-person response and define the timeframe in which in-person response will be made.
  - g. Mental health coverage available as needed for mental health emergencies.
10. Adherence to current agreed upon policies regarding required social worker FFA monthly home visitation guidelines as agreed upon by COUNTY and NEW FAMILIES, including monthly written reports to the COUNTY regarding each child in ITFC. These reports will be provided within thirty (30) days following of the end of the month.
11. Development of a service plan approved by the placing county for each child within one month of placement that thoroughly assesses the unique needs and strengths of the child in the life domains, and identifies the necessary services and supports to improve outcomes.
  - a. "Life domains" means the framework of important aspects of a child's life to be assessed in the child's service plan including, but not limited to, the following:
    - i. Safety
    - ii. Emotional and psychological well-being
    - iii. Behavioral
    - iv. Family and living situation
    - v. Social and recreational
    - vi. Cultural and spiritual
    - vii. Educational and vocational
    - viii. Health
    - ix. Developmental

b. Applicable services and supports associated with each “life domain” as related to the needs and services plan, which may include, but are not limited to, the following:

- i. The child’s need for mental health service interventions.
- ii. Individual or group mental health treatment services.
- iii. Psychotropic medication and monitoring.
- iv. Behavior analysis, positive behavioral interventions, and behavioral modification techniques.
- v. Interventions designed to prevent entry or re-entry into the juvenile system.
- vi. Family reunification services, parent training, or other support services needed to return the child home, or when that is not possible, to establish, reestablish, or reinforce a lifelong relationship with a caring adult.
- vii. Family finding services provided in conjunction with the COUNTY, its partners, or by NEW FAMILIES if available, to support and enhance access to lifelong permanent relationships with relative and non-relative kin.
- viii. Targeted life skills training and resources to ensure appropriate access to social and recreational resources and relationships, as needed to support the achievement of important developmental milestones.
- ix. Mentoring or developing of positive adult relationships.
- x. Education supports, as needed to support the child’s education in the least restrictive environment.
- xi. Education liaison services as needed to support the child’s education in the least restrictive environment.
- xii. Respite care.
- xiii. Support counselors.
- xiv. Case management to ensure appropriate and effective coordination of activities and resources as identified in the needs and services plan.

12. An evaluation component that includes quarterly reporting to the STATE/COUNTY with the following data, by gender, ethnicity and age group.

- a. Number of children placed under this chapter.
- b. Number of prior foster care placements for each child prior to entering the ITFC program.
- c. Outcomes for children referred to the program, including:
  - i. Percentage of children discharged to a more intensive program.
  - ii. Percentage of children discharged to a less restrictive program, short of permanency.
  - iii. Percentage of children who drop down an ITFC level.



- iv. Percentage of children discharged to reunification with a parent or guardian.
  - v. Percentage of children discharged to adoption.
  - vi. Percentage of children discharged to kin guardianship.
  - vii. Percentage of children discharged to other permanent outcome.
  - viii. Percentage of children hospitalized.
  - ix. Number of ITFC families in which a child was placed.
  - x. Percentage of children continuing in placement.
13. Arrangement for the provision of respite care services and frequency of respite care.
- a. Respite foster parents will be cleared for criminal record, child abuse record, and health condition. They will receive training and support services from NEW FAMILIES, and will function as members of the child's treatment team.
  - b. Respite foster parents will be paid for their services either through the treatment foster parents, or directly by NEW FAMILIES, for the hours authorized by the child's treatment plan.
14. Emergency Response via a 24-hour a day, seven days a week, on-call system, including access to the NEW FAMILIES' Administration.
15. Emergency Response Service:
- a. This system will operate 24 hours a day and seven (7) days a week including holidays.
  - b. All foster families will be provided with an emergency telephone number.
  - c. NEW FAMILIES' social worker will contact the foster family within 15 minutes of the incoming emergency phone call. The NEW FAMILIES' social worker will make an assessment as to the need for an in-person response, and if required, the in-person response will be made within one (1) hour.
16. In-person emergency responses will be made with the families when the following triggers occur:
- a. If a child is unsupervised due to the incapacity of the foster parent(s).
  - b. If a child's behavior is believed to endanger him or herself, or the safety of other residents or children in the home.
  - c. If it appears that a child has attempted or is threatening suicide.
  - d. If it appears that a child has attempted to set a fire.
  - e. If a child's behavior continues to be unmanageable and out of control, and all prescribed attempts on the part of the foster parent(s) to reduce the behavior to a manageable level have failed.

17. Procedures to follow shall be provided to all foster parents in the event of violent, assaultive or sexual acting out behavior, including the following processes:
  - a. If a child's behavior is out of control, and interventions are unsuccessful, the foster parent will call the NEW FAMILIES' social worker, or the agency's emergency response system. If additional interventions are unsuccessful, and the child appears to represent a risk to him or herself or others, or a threat to property, the foster parent will call 911 for emergency assistance by law enforcement, and assessment and possible hospitalization by the local mental health authorities.
  - b. If the child's behavior is of immediate threat to the safety of another, or a substantial threat to property, the foster parent will call law enforcement for assistance, and then call the NEW FAMILIES' emergency response system.
  - c. The child's Needs and Services Plan will be adjusted as necessary in regards to the behavior management plan, interventions and support services.
  - d. All acting out incidents requiring external interventions by treatment professionals and/or law enforcement will be reported by NEW FAMILIES' social worker to the placing County social worker and Community Care Licensing (CCL) within 24 hours.
  - e. All other incidents pertaining to acting out behavior that causes crisis in the foster home of a less serious nature will be reported to child's COUNTY social worker by the next business day.
  
18. Appropriate procedures in response to a child's suicide attempt will be consistent with the following:
  - a. All NEW FAMILIES staff and foster parents must be trained to identify signs of suicidal ideation and behavior, and how to respond to suspicion that a child may be suicidal, suicidal threats and suicide attempts.
  - b. If there is a suspicion that a child may be suicidal, or if a child states a suicide threat, the foster parent will immediately call the NEW FAMILIES' emergency response system.
  - c. Every child suspected of being suicidal shall be evaluated within 24 hours by a psychiatrist or predetermined medical doctor. The child will be provided with constant in-person supervision until a medical or mental health assessment is conducted.
  - d. 911 shall be called immediately if there is a suicide attempt. The child is to be transported to a hospital emergency room immediately in a manner that assures the child's safety. The NEW FAMILIES' emergency response system shall be contacted following the 911 call, and transportation of the child to the hospital emergency room.

- e. Any behavior that appears to be an attempt at suicide shall also warrant an immediate 911 call, followed by a call to the NEW FAMILIES' emergency response system.
  - f. All such incidents shall be reported to the child's COUNTY social worker and CCL within 24 hours.
  - g. Prior to the child's discharge from medical care, NEW FAMILIES' social worker shall make a face-to-face visit and have the child sign a "no harm" contract.
19. Institution of an appropriate response procedure to runaway incidents shall include the following:
- a. If a child is missing for more than a one-hour period the foster parent will call NEW FAMILIES' emergency response system. The foster parent and NEW FAMILIES' social worker will decide when a "Missing Person Report" should be made to law enforcement, but the report will be made no later than 9:00 p.m. the same day, or immediately after the child is determined to be a runaway if the event occurs after 9:00 p.m.
  - b. All such incidents where reports are made will be reported to the child's COUNTY social worker and CCL within 24 hours.
  - c. The foster parent will accept the child back at least three (3) times before the placement can be terminated unless agreed upon by the treatment team, including the child's COUNTY social worker, that an alternate placement is in the child's best interest. The vacancy will remain open for up to 72 hours unless specified otherwise in writing by a social worker.
  - d. NEW FAMILIES' social worker for the child will work with the COUNTY social worker on the provision of an emergency Family Team Meeting to address the precipitating event of the runaway incident and to reinforce to the child that runaway incidents will only result in the return of the child to the home.
  - e. NEW FAMILIES shall work with the COUNTY social worker and other interested parties to develop a runaway prevention safety plan. This can occur through the COUNTY'S Team Decision making (TDM) process.
  - f. The child will be asked to agree to call the NEW FAMILIES social worker prior to any future runaway attempt.
20. In all of the service and rate levels, provide social work services with average caseloads not to exceed eight (8) children per worker, except that social worker average caseloads for children in Services and Rate Level E shall not exceed 12 children per worker (SEC. 9, Section 18358.30).

21. Placements shall be made according to a policy that ensures that no more than one emotionally disturbed child, or child who has a serious behavioral problem, shall be placed in a certified ITFC family home unless NEW FAMILIES provides the COUNTY with a written assessment of the risk and compatibility of placing together two children who are emotionally disturbed or have a serious behavioral problem. More than two children who are emotionally disturbed or have serious behavioral problems who are siblings may be placed together in the same certified family home if the placement is approved by the COUNTY IPC. However, there shall be no more than a total of five (5) children living in a certified family home with two adults, and there shall be no more than a total of three (3) children living in a certified family home with one adult, except in cases where children living in the home other than those placed pursuant to this chapter are 15 years of age or older.

22. NEW FAMILIES shall provide a minimum average of service per month for children in each service and rate level as follows:

|   |            |
|---|------------|
| Service Level I / (Rate Levels A and B) | \$5,741.00 |
| Service Level II/ (Rate Levels C and D) | \$4,958.00 |
| Service Level III / (Rate Level E)      | \$4,194.00 |

**\* Above rate levels are current as of 07/01/2016, and are subject to change.**

**2. COUNTY will provide the following (WIC SEC. 7, Section 18358.23):**

- A. Continuation of Intensive Treatment Foster Care (ITFC) services at the rate approved by the California Department of Social Services (CDSS).
  - 1. Rate levels will be subject to change with the implementation of CCR. The county will work collaboratively with NEW FAMILIES to ensure compliance with policy and/or regulation changes resulting from CCR implementation.
- B. Work collaboratively with NEW FAMILIES to make adjustments and/or implement changes to practice and procedures which result from the COUNTY's adherence to, and implementation of CCR.
- C. Provide routine case management services.
- D. Monitor the implementation of the Case Plan for the child.
- E. Assure that Medi-Cal services are able to be accessed with the county of placement.
- F. Via the COUNTY Interagency Placement Committee (IPC), determine the placement of eligible children in Intensive Treatment Foster Care (ITFC) programs. All children placed in the programs shall either have a completed level of care assessment indicating a need for services greater than regular foster care, or have their placement reviewed by the COUNTY IPC.

G. Meet annually for a site visit and to review the MOU and ITFC Program.

**3. CERTIFIED FOSTER PARENTS shall provide the following (WIC Section 18358.25):**

- A. Ensure the well-being of emotionally disturbed children or children with a serious behavioral problem under their care. This care includes, but is not limited to, all of the following:
  - i. Participation in initial and ongoing in-service training and demonstration pursuant to Section 18358.1, and demonstration of an understanding of an ability to meet the needs of emotionally disturbed children or children with a serious behavioral problem.
  - ii. Participation in the implementation of the individual case plan and in the development and implementation of the needs and services plan for the child.
  - iii. Ensuring that the child's medical and dental needs are met.
- B. To the extent possible, certified foster parents selected under this chapter shall have a background in special education, social work, psychological counseling, nursing, or child development.
- C. All certified foster parents selected to participate in this program shall rent, lease, or own their own homes which shall be certified by the foster family agency.
- D. Whenever possible the home of certified foster parents shall be within reasonably close proximity to the child's family and community.
- E. All certified foster parents shall report any special incident pursuant to Section 80061 of Title 22 of the California Code of Regulations. Additionally, any use of physical contact to manage the behavior of a child shall be reported as a special incident.
- F. Certified foster parents shall report incidents to the participating foster family agency, which shall report the incidents to the Community Care Licensing Division of the California Department of Social Services pursuant to Section 18358.15.

#### **4. General Practice Regarding Placement of Children**

- A. On the first business day of the month, NEW FAMILIES will provide to NEW FAMILIES' Placement Services Manager, a listing of the following current information:
  - 1. Current ITFC vacancies:
  - 2. Placement Status (including entrance and exit dates) of Monterey County Youth placed with NEW FAMILIES
    - i. Number and name of children in ITFC placement
    - ii. Number and name of children in FFA placement
    - iii. Number and name of children in Group Home placement

#### **5. COUNTY Satisfaction Survey:**

- A. NEW FAMILIES will survey all social workers who have placed children in this program on an annual basis to ascertain and report to COUNTY and the California Department of Social Services regarding:
  - a. The quality of services provided.
  - b. The perception of progress towards treatment goals.
  - c. Satisfaction with the services provided.
  - d. Any suggestions for service improvement or additional services required.
  - e. Any additional information as requested by COUNTY.

#### **6. OTHER COUNTY Responsibilities include:**

- A. Apply to the California Department of Social Services to partner with Monterey County within their existing ITFC Program. The COUNTY submits an ITFC Program Plan certifying that the NEW FAMILIES has the required personnel, administrative support, financial services and resources to successfully participate in this program.
- B. Conduct an on-site contract visit as part of the certification process. Documentation will be kept in NEW FAMILIES' file.
- C. Prior to referring placements, the COUNTY will submit to the California Department of Social Services, Foster Care Rates Unit, an executed memorandum of Understanding between the COUNTY and NEW FAMILIES. Upon issuance of a program number by the Foster Care Rates Unit to the COUNTY, a copy of the executed Memorandum of Understanding and the program number will be provided to NEW FAMILIES at which time the NEW FAMILIES may accept placements.
- D. Ensure that children referred to the ITFC program have been placed, or are at risk of placement, in a group home with a rate classification of Level 9 or higher, or have been assessed by the COUNTY'S IPC as at imminent risk of mental health related hospitalization.

- E. Provide routine case management services and monitor the ITFC case plan.

## VI. GENERAL PROVISIONS

### MUTUAL INDEMNIFICATION

NEW FAMILIES shall indemnify, defend, and hold harmless 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 NEW FAMILIES' performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "NEW FAMILIES' performance" includes NEW FAMILIES' action or inaction, and the action or inaction of NEW FAMILIES' officers, employees, agents and subcontractors.

COUNTY shall indemnify, defend, and hold harmless NEW FAMILIES, 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 COUNTY'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of NEW FAMILIES. COUNTY'S performance" includes COUNTY'S action or inaction, and the action or inaction of COUNTY'S officers, employees, agents and subcontractors.

### INSURANCE PROVISIONS

**Insurance Coverage Requirements:** Without limiting NEW FAMILIES 'S duty to indemnify, NEW FAMILIES shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. 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
- B. 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

- C. **Worker's Compensation Insurance:** Worker's Compensation Insurance in accordance with California Labor Code Section 3700, with a minimum of \$1,000,000.00 (one million dollars) per occurrence for employer's liability.
  
- D. **Professional Liability Insurance:** NEW FAMILIES shall maintain in effect throughout the term of this Agreement Professional Liability Insurance in the amount of not less than \$1,000,000 (one million dollars) per claim, and \$2,000,000 (two million dollars) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If Professional Liability Insurance is written on a "claims-made" basis rather than an occurrence basis, NEW FAMILIES shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.
  
- E. **General Insurance Requirements:** All insurance required by this Agreement shall be with a company acceptable to the County of Monterey and issued and executed by an admitted insurer authorized 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 NEW FAMILIES completes its 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.

Comprehensive General Liability and Automobile Liability policies shall provide an endorsement **naming the County of Monterey, its officers, agents, and employees as Additional Insured**, and shall further provide that such insurance is **primary insurance to any insurance or self-insurance maintained by the COUNTY**, and that the insurance of the Additional Insured **shall not be called upon to contribute to a loss covered by NEW FAMILIES' insurance**.

Prior to the execution of this Agreement by COUNTY, NEW FAMILIES shall file Certificates of Insurance with the DSS Contract Administrator, showing that NEW FAMILIES has in effect the insurance required by this Agreement. NEW FAMILIES shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy, which would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.



In the event NEW FAMILIES is lawfully self-insured in any or all of the required insurance areas referenced above, a letter certifying those areas of coverage and in the minimum amounts as set forth in this Agreement, shall be furnished by NEW FAMILIES to COUNTY' Contract Administrator prior to the execution of this Agreement.

- F. **Cancellation of Insurance:** Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. NEW FAMILIES shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted, or upon insolvency of the insurer that issued the policy.

### **CONFIDENTIALITY AND RECORDS**

**Confidentiality:** NEW FAMILIES and its officers, employees, agents, and subcontractors shall comply with WIC Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of 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 WIC 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 NEW FAMILIES from access to any such records, and from contact with its clients and complainants, shall be used by NEW FAMILIES only in connection with its conduct of the program under this contract. COUNTY, through its Department of Social Services, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of COUNTY shall remain confidential and may be disclosed only as permitted by law.

**Maintenance and Availability of Records:** NEW FAMILIES shall prepare and maintain all reports and records that may be required by federal, state or COUNTY rules and regulations, and shall furnish such reports and records to COUNTY and to the state and federal governments, upon request.

**Retention of Records:** NEW FAMILIES 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 period of five (5) years from the date of final payment under the 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.

### **COMPLIANCE WITH STATUTES AND REGULATIONS**

NEW FAMILIES shall, during the term of this Agreement, comply with all applicable federal and state statutes, local rules, regulations and laws, relating to its performance under this Agreement. To the extent that said statutes and regulations are in conflict with provisions of this Agreement, the statutes or regulation shall prevail. NEW FAMILIES shall

also obtain and maintain all licenses and permits appropriate to its proper and effective performance of this Agreement, prior to date of commencement.

NEW FAMILIES' facilities shall comply with the applicable rules, including without limitation, those which govern health and safety, accessibility to persons with disabilities, and prevention of unhealthy conditions.

NEW FAMILIES agrees that conditions of its facilities shall be hazard-free, have sufficient lighting and ventilation, be free of excessive noise, and be handicap-accessible.

#### **COMPLIANCE WITH AMENDED OR ADDED AGREEMENT REQUIREMENTS**

NEW FAMILIES must comply with all applicable subsequent amended or added statutes, regulations, policies, procedures and instructions, plans, or other Federal, State, and COUNTY requirements.

#### **BUDGET CONTINGENCY**

This Agreement is contingent upon the appropriation of sufficient funding by the STATE and COUNTY for the services covered by this Agreement. If funding is reduced or deleted by the STATE and COUNTY for the services covered by this Agreement, the COUNTY has the option to either terminate this Agreement with no liability occurring to the County, or to offer an amendment to this Agreement indicating the reduced amount.

### **VII. FISCAL**

Per WIC Section 18358 et. seq. once approved, the provision of ITFC is funded through Federal, State and existing COUNTY funds. There is no additional impact to the County's General Fund.

### **VIII. MISCELLANEOUS PROVISIONS**

#### **1.0 Conflict of Interest**

NEW FAMILIES represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

#### **2.0 Amendment**

This Agreement may be amended or modified only by an instrument in writing signed by COUNTY and NEW FAMILIES.

#### **3.0 Waiver**

Any waiver of any terms and conditions of this Agreement must be in writing and signed by COUNTY and NEW FAMILIES. A waiver of any terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

#### **4.0 NEW FAMILIES**

The term NEW FAMILIES as used in this Agreement includes NEW FAMILIES' officers, agents and employees acting on NEW FAMILIES' behalf in the performance of this Agreement.

#### **5.0 Disputes**

NEW FAMILIES shall continue to perform under this Agreement during any disputes.

#### **6.0 Assignment and Subcontracting**

NEW FAMILIES shall not assign, sell or otherwise transfer its interest or obligations under this Agreement without the prior written consent of COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of COUNTY. Notwithstanding any such subcontract, NEW FAMILIES shall continue to be liable for the performance of all requirements of this Agreement.

#### **7.0 Successors and Assigns**

This Agreement and the rights, privileges, duties and obligations of COUNTY and NEW FAMILIES under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

#### **8.0 Compliance with Applicable Law**

The parties shall comply with all applicable federal, state and local laws and regulations in performing this Agreement, which includes changes to State and County policy and/or regulatory requirements resulting from the implementation of Continuum of Care Reform (CCR).

#### **9.0 Headings**

The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

#### **10.0 Time is of the Essence**

Time is of the essence in each and all of the provisions of this Agreement.

#### **11.0 Governing Law**

This agreement shall be governed by and interpreted under the laws of the State of California.

#### **12.0 Non-exclusive Agreement**

This Agreement is non-exclusive and both COUNTY and NEW FAMILIES expressly reserve the right to contract with other entities for the same or similar services.

#### **13.0 Construction of Agreement**

COUNTY and NEW FAMILIES agree that each party has fully participated in the review and revision of this Agreement, and that any rule of construction, to the effect that ambiguities are to be resolved against the drafting party, shall not apply in the interpretation of this Agreement, or any amendment to this Agreement.

**14.0 Counterparts**

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

**15.0 Authority**

Any individual executing this Agreement on behalf of COUNTY or NEW FAMILIES represents and warrants hereby that she/he has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

**16.0 Integration**

This Agreement, including the exhibits, represent the entire Agreement between COUNTY and NEW FAMILIES with respect to the subject matter of this Agreement, and shall supersede all prior negotiations, representations, or agreements, either written or oral, between COUNTY and NEW FAMILIES as of the effective date of this Agreement, which is the date that the COUNTY signs the Agreement.

**17.0 Interpretation of Conflicting Provisions**

In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**IX. NOTICES**

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

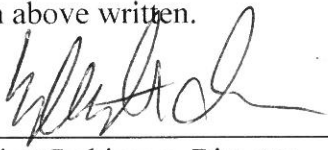
**COUNTY**

Elliott Robinson, Director  
Department of Social Services  
1000 South Main Street, Suite 301  
Salinas, CA 93901

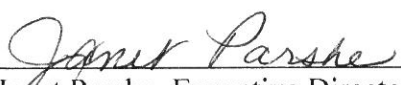
**NEW FAMILIES -**

Janet Parske, Executive Director  
New Families  
6062 Graham Hill Rd Suite #D  
Felton, CA 95018

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

BY   
\_\_\_\_\_  
Elliott Robinson, Director  
Department of Social Services

9/5/17  
\_\_\_\_\_  
Date

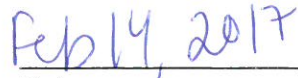
BY   
\_\_\_\_\_  
Janet Parske, Executive Director  
NEW FAMILIES

9/15/16  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

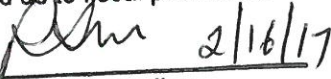


Deputy County Counsel  
Monterey County



Date

Reviewed as to fiscal provisions



Auditor-Controller  
County of Monterey

**Attachment A**

**Annual Services and Cost Report**

Welfare and Institutions Code Section SEC. 6, 18358.20 requires that foster family agencies providing services under the Intensive Treatment Foster Care Services Program will provide the following activities:

**“A system of record keeping that documents the delivery of treatment services to each child. This documentation shall be summarized and submitted on an annual basis to the County. Each agency shall report the type and cost of the service delivered.”**

For Fiscal Year: \_\_\_\_\_ Date of Report: \_\_\_\_\_

Agency's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Child's Name: \_\_\_\_\_

| <b>Type of Service</b>   | <b>Cost</b> |
|--|-------------|
| 1. In-Home Support Counselor Hours   |             |
| 2. Psychiatrist Hours  |             |
| 3. Emergency Social Worker Hours   |             |
| 4. Families receiving Family Therapy during the Fiscal Year                          |             |
| 5. Families receiving Family Therapy on a weekly basis<br>(less than or equal of #4) |             |

Prepared by: \_\_\_\_\_

Position Title \_\_\_\_\_

Phone Number: \_\_\_\_\_

Please send this report to:

Monterey County Department of Social Services  
Ginger Pierce  
Management Analyst  
Family & Children's Services  
1000 South Main Street, Suite 205  
Salinas, CA 93901