

PLEASE ACCEPT  
AS  
ORIGINAL

## AGREEMENT

### MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES and SENECA FAMILY OF AGENCIES

This agreement is entered into by and between Seneca Family of Agencies, hereinafter referred to as 'Seneca' and the Monterey County Department of Social Services, hereinafter referred to as 'County'.

WHEREAS, Seneca and County have a mutual goal of reducing the length of residential group home placement and/or psychiatric treatment for foster children; and

WHEREAS, Seneca and County have a mutual goal to successfully transition and maintain foster children in family environments by providing intensive foster care services; and

WHEREAS, Seneca and County desire to improve services for the benefit of Monterey County residents with an Intensive Treatment Foster Care program;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants set forth herein, Seneca and County agree as follows:

#### **Article 1. General Provisions**

- A. Term of Agreement
  - 1. The term of this agreement shall be from July 1, 2016 through June 30, 2019, unless terminated earlier in accordance with the provisions in A.2 and A.3.
  - 2. Either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other party.
  - 3. Both parties may mutually agree to terminate the agreement at any time.
- B. Indemnification
  - 1. Each party shall indemnify, defend, protect, hold harmless and release the other, it's officers, agents, and employees, from and against any and all claims, loss proceedings, damages causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. Confidentiality
  - 1. Seneca agrees to require its employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code, and Division 19 of the California Department of Social Services Manual on Policy and Procedures to assure that:

- a. All applications and records concerning any individual made by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by that State from Federal Government will be CONFIDENTIAL, and will not be open to examination for any purpose not directly connected with the administration of such public social services.
    - b. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient.
  - 2. Seneca agrees to inform all employees, agents and partners of the provisions, and that any person knowingly and intentionally violating the provisions of the paragraph may be guilty of a misdemeanor.
  - 3. Seneca understands and agrees that this provision shall survive any termination or expiration of the Agreement.
- D. Nondiscrimination
  - 1. Seneca shall comply with all applicable federal, state and local law, rules and regulations in regard to non-discrimination in employment practices, or in delivery of services because of race, color, ancestry, national origin, religion, sex, actual or perceived sexual orientation, marital status, age, pregnancy, medical condition, handicap, AIDS or HIV infection or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in the Agreement are incorporated by this reference.
  - 2. Seneca understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination, or otherwise defeating the objectives of the applicable and aforementioned laws, will be prohibited.
  - 3. Seneca and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
    - a. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of the article and subcontractors shall agree to, sign and submit to Seneca a copy of the Assurance of Compliance, Exhibit A-1. Seneca shall maintain copies of these Assurances and submit copies to County upon requests.
- E. Modification
  - 1. This Agreement may be modified or amended at any time by the mutual written agreement of the Social Services Director and Seneca, or their designees.

**Article 2. Responsibilities**

A. County Responsibilities

1. Submit application to the California Department of Social Services to implement an Intensive Treatment Foster Care (ITFC) Program rate.
2. Certify that Seneca has the required personnel, administrative support, financial services and resources.
3. 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 interagency review team as at imminent risk of psychiatric hospitalization, or a child with serious behavioral problems.
4. Authorize the service and rate levels as described in the Fiscal Provisions section of the Agreement.
  - a. Rate levels are subject to change with the implementation of Continuum of Care Reform (CCR). The County will work collaboratively with Seneca to make adjustments as needed to ensure compliance with policy and/or regulation changes which result from the implementation of CCR.
5. Whenever possible, ensure that the foster parent's home is close to the child's family and community to enhance and sustain the child's ties to their family.
6. Provide routine case management services.
7. Monitor the implementation of the case plan for the child.
8. Ensure cost neutrality to the State General Fund for this program.
9. Monitor Seneca for compliance with W&I codes 18358-18358.37.
10. Abide by State requirements regarding the ITFC program that may be changed during the term of the Agreement, which includes, but is not limited to changes to State and County policy requirements which result from the implementation of CCR.

B. Seneca Responsibilities

1. Recruit, hire, train or arrange for training, and supervise a sufficient number of qualified staff to ensure the provision of quality ITFC services.
2. Social Workers will have a Master's Degree from an accredited state approved graduate school in social work or an approved related field, and have completed all required course and field work, and a minimum of one year's experience working with seriously disturbed children or children with serious behavioral problems. Social workers will maintain social work caseloads of an average of eight (8) children except that

children placed at a Level III Service and Rate Level E shall not exceed twelve (12) children per worker.

3. Psychiatrists will be board certified and will provide psychiatric and medication evaluations and ongoing consultation.
4. Licensed clinician or master's level staff supervised by a clinician will provide individual and family therapy for children, adolescents and parents to assist them in resolving personal issues which would interfere with good family and social functioning.
5. Qualified in-home support counselors will assist in the development of the Needs and Services Plan.
  - a. The support counselor will structure a safe environment for the child, make collateral contacts and carry out other functions to implement the child's needs and services plan.
  - b. The support counselor will coordinate services with local education agencies and the service provider's nonpublic school, where applicable.
  - c. All in-home support counselors shall have a bachelors degree in a social science related field and have at least six month's experience in working with emotionally disturbed children in institutional settings, or shall have an associates degree in a social science related field and at least one year's experience in working with emotionally disturbed children in institutional settings.
  - d. Education requirements may be waived for support counselors who have at least 2 years experience working with seriously emotionally disturbed children or children with serious behavior problems, and who demonstrate a combination of education and skills.
  - e. Counselors will be recruited from the community at large and will receive 40 hours of training, and 20 hours of in-service training within the first 12 months of service. Training will include at a minimum: working with abused and neglected children, progressive crisis intervention, cardiopulmonary resuscitation (CPR) for children, basic first aid, and developing Needs and Services Plans for emotionally disturbed children. All initial training shall be completed prior to placing a child in a certified family home for whom the support counselor is assigned responsibility.
  - f. In Level III (Rate E) cases, the Seneca social worker may fulfill the in-home support function described above in addition to his or her usual case responsibilities, if the social worker's qualifications exceed those described above.
6. Other contracted service providers:
  - a. Seneca will 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.

7. Provide special attention to the recruitment, selection and training of foster parents, including respite foster parents. Select families for placement under this program according to factors including, but not limited to:
  - a. Prior experience of caring for emotionally disturbed children.
  - b. Willingness and ability to provide care within an intensive program mode.
  - c. Sensitivity and competence in working in conjunction with birth or adoptive family members, and a commitment to a successful permanent outcome for each child placed.
  - d. When possible, the ability to accept sibling ground.
  - e. Sufficient availability to provide 24-hour supervision if required
  - f. Language and cultural competence.
  - g. To the extent possible, certified foster parents selected for this program shall have a background in special education, psychological counseling, nursing or child development.
  
8. Certified foster parents participating in this program shall ensure the well-being of emotionally disturbed children under their care. This care includes, but is not limited to:
  - a. Participation in 40 hours of training in the care of emotionally disturbed children prior to the placement of a child, and 32 hours of ongoing in-service training within 12 months after certification, and 12 hours ongoing in-service training each year.
    - i. Training curriculum shall include, but not be limited to: alternative forms of discipline, child development, behavior management techniques, differential need and treatment of children, and behavioral de-escalation techniques.
    - ii. Training requirements can be waived for foster parents with prior experience working for at least 1 year with emotionally disturbed children, or children with serious behavioral problems.
  - b. For two parent families, 1 parent must complete 40 hours of training with an additional 20 hours in-service training to be completed within 12 months of becoming an ITFC foster parent. The 2<sup>nd</sup> parent must complete 40 hours of training and 20 hours of additional training within 6 months of certification.
  - c. Participation in the development and the implementation of the Needs and Services Plan.
  - d. Home Certification as provided by Seneca.
  
9. Provide or arrange regular respite to certified foster families, in accordance with the Needs and Services Plan of children placed. Respite will generally range from 12 to 48 hours per month depending on the service level and the child and family's needs.

- a. Respite foster parents will be cleared for criminal record, child abuse record and health condition. They will receive training and support services from Seneca and will function as members of the child's treatment team.
  - b. Respite foster parents will be paid for their services by the treatment foster parents, or directly by Seneca, for the hours authorized by the child's Needs and Services Plan.
  
- 10. Ensure that no more than one emotionally disturbed child shall be placed in a certified family home unless Seneca provides the County with a written assessment of the risk and compatibility of placing two emotionally disturbed children together.
  
- 11. Use of physical contact to manage the behavior of a child that is reported to Seneca pursuant to Section 18538.25 shall in turn be reported to Community Care Licensing Division.
  
- 12. Provide an administrative structure that ensures the provision of appropriate services to children referred.
  - a. Develop written policies and procedures detailing how the program will be structured to ensure the safety of the child, how suicide attempts, runaways, sexual acting out, violent and assault behavior will be handled, and what will occur to reduce or eliminate future episodes.
  - b. Ensure that Welfare & Institutions Code 18358-18358.36 are being followed by all parties involved in the treatment and care of foster children placed with Seneca in the ITFC program.
  - c. Work collaboratively with the County to make adjustments and/or implement changes to practice and procedures which result from the County's adherence to, and implementation of, CCR.
  - d. Provide a 24-hour on-call administrator to be available to respond to emergency situations. This emergency response system will operate 24 hours a day and seven (7) days a week including holidays.
    - 1) All foster families will be provided with an emergency telephone number.
    - 2) Seneca social worker will contact the foster family within 15 minutes of the incoming emergency phone call. The social worker will make an assessment as to the need for an in-person response and, if required, will make the in-person response within one (1) hour.
    - 3) In-person emergency responses will be made under one or more of these circumstances:

- i. If a child is unsupervised due to the incapacity of the foster parent(s).
  - ii. If a child's behavior is believed to endanger themselves, or the safety of other children in the home.
  - iii. If it appears that a child has attempted or is threatening suicide.
  - iv. If it appears that a child has attempted to set a fire.
  - v. 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.
- 13. Develop and oversee individual Needs and Services Plans that ensure the safety and stability of children referred.
  - a. The Needs and Services Plan will be developed for each child within one month of placement and shall be approved by County and by the certified foster parents.
  - b. Case management will be provided to ensure appropriate and effective coordination of activities and resources identified in the Needs and Services Plan are being met.
  - c. The Needs and Services Plan will thoroughly assess the unique needs and strengths of the child and will describe the specific needs of the child and the appropriate services to be provided including the child's need for the following:
    - 1) Individual and family mental health treatment services.
    - 2) Behavior modification services.
    - 3) In-home and support services.
    - 4) Education support services and, if needed, therapeutic after-school programs.
    - 5) Psychotropic medications and monitoring.
    - 6) Respite services.
    - 7) Medical and dental services.
    - 8) Mentoring.
    - 9) Life skills training and resources.

- 10) Family finding services to support and enhance access to lifelong permanent relationships with relative or other significant adults in the life of the child.
  - 11) Educational liaison services that are needed to maintain the child in the classroom.
  - 12) Any other services needed to help develop and support the child's success with their plan which includes family reunification.
- d. Each child's Needs and Services Plan will be reviewed and modified as needed every three months. The foster parent(s), and the birth parents(s) or legal guardian(s) if available, will participate in the development of each new Plan. County social worker will be given the option to participate in the development of each new Plan. Each modification of the Plan will be submitted to County social worker for approval. Any party may request modification of the Plan between the scheduled Plan reviews.
14. Participation in an evaluation of ITFC services.
- a. Track and report statistical measures to the California Department of Social Services (CDSS) and to the County on a quarterly basis. Statistical measures to be tracked are those required by W & IC Section 18358.20 and through CDSS bulletin ACL11-31.
  - b. Survey all social workers that have placed children in this program on an annual basis to ascertain and report to County and the California Department of Social Services regarding:
    - 1) The quality of services provided.
    - 2) Progress toward treatment goals.
    - 3) Satisfaction with the services provided.
    - 4) Any suggestions for service improvement or additional services required.
15. Comply with Article 3, Fiscal Provisions.

**Article 3. Fiscal Provisions**

**A. Service and Rate Levels**

- 1. Rates for ITFC services are based on the level of services provided to the eligible child and the certified foster family. It is hereby noted that



during the period of this agreement, Monterey County will be actively implementing policy and procedural updates, as required to meet compliance with CCR. Subsequently, rates for ITFC services during this period may be subject to change. The County will collaborate with Seneca to make any adjustments as needed, to ensure compliance with CCR policies and requirements.

- a. For an eligible child placed from a group home program, the service and rate level shall not exceed the rate paid for group home placement.
  - b. For an eligible child assessed by County interagency review team as being at imminent risk of group home placement of Level 9 or above, or psychiatric hospitalization, or with behavioral problems, the appropriate services and rate level for the child shall be determined by the interagency review team at time of placement.
2. In all of the service and rate levels, Seneca shall:
- a. Pay an amount no less than two thousand one hundred dollars (\$2,100) per child per month to the certified foster parent(s).
  - b. Provide a minimum average range of services per month for children in each service and rate level represented by paid employee hours incurred by the in-home support counselor to the eligible child and the certified foster parents depending on the need of the child according to the current State schedule which is as of July 1, 2012. All rates are subject to change and the rates paid to Seneca shall automatically be adjusted based on State or CDSS direction.

Services and Rate Level	In-Home Support Counselor Hours Per Month	Standard Rate As of July 1, 2012
Level I	81-114 hours	\$ 5,581
Level II	47-80 hours	\$ 4,798
Level III	Less than 47 hours	\$ 4,034

*\* Note: Above rates are current as of 07/01/2016 and are subject to change.*

- c. Children placed at Service and Rate Level III must receive behavior de-escalation and other support services on a flexible, as-needed basis from an in-home support counselor. The FFA must provide one full-time support counselor for every 20 children placed at Level III. Children may not be placed at a Rate Level I or II for more than six months unless it is determined to be in the best interest of the child by the child's county interagency review team or the county placing agency, FFA and the child's certified foster parents. Extensions may be granted in six month increments.

3. Rates shall not exceed Service and Rate Level I at any time during a child's placement.
4. The overall rate structure for FFA Intensive Treatment shall be adjusted as determined by the California Department of Social Services.
5. The rate paid to Seneca shall decrease as the child's needs for services decreases. Seneca shall notify County and the California Department of Social Services of the reduced services and the rate shall be reduced accordingly.
6. Treatment services provided to each child will be tracked by the Seneca social worker and recorded on an ongoing basis in each child's file. A quarterly report will be provided to County summarizing the type and cost of services provided. County or the CDSS may review the level of services provided by Seneca. If the level of services actually provided is less than that required for the child's service and rate level, the rate shall be adjusted to reflect the level of service actually provided. In such an instance, an overpayment may be established and recovered by the CDSS.
7. In accordance with SB 1380 Section 1C, all medically necessary mental health services provided to foster youth will be funded by the Early Periodic Screening Diagnosis and Treatment (EPSDT) program.

**Article 4. Other Considerations**

A. INSURANCE

1. With respect to the performance of work under this Agreement, SENECA shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain insurance as described below.
  - a. Workers' Compensation Insurance. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Monterey County Department of Social Services."

- b. General Liability Insurance. Commercial General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One million Dollars (\$1,000,000) limit for each occurrence.
- c. Automobile Liability Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language: "This Policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Monterey County Department of Social Services."

**Commercial General Liability** and **Automobile Liability** insurance policies shall either be endorsed with the following specific language, or contain equivalent language in the policy:

- 1) The County of Monterey, its officers, agents and employees, are named as **Additional Insured** for all liability arising out of the operations by, or on behalf of, the named insured in the performance of this Agreement.
  - 2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limit of company's liability.
  - 3) The insurance provided herein is **primary and non-contributory** coverage to the County of Monterey with respect to any insurance or self-insurance programs maintained by the County.
  - 4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Monterey County Department of Social Services.
- d. Professional liability insurance. Professional liability insurance for all activities of SENECA arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence and two

million (\$2,000,000) in the aggregate. Said policy shall be endorsed with the following specific language: "This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Monterey County Department of Social Services."

In the event SENECA cannot provide occurrence policies for Professional liability insurance, SENECA shall provide insurance covering claims made as a result of performance of this Agreement and shall maintain such insurance in effect for not less than two (2) years following completion of performance of this Agreement.

- e. Documentation. The following documentation shall be submitted to the Monterey County Department of Social Services:
  - 1) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.
  - 2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of Agreement.
  - 3) Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.
  - 4) After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- f. Policy Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**B. CONTACT INFORMATION:**

**SENECA**

Mark Nickell  
Seneca Family of Agencies  
6925 Chabot Road  
Oakland, CA 94618

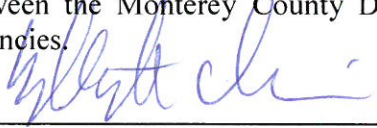
**COUNTY**

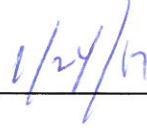
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Monterey County Department of Social Services  
Family and Children's Services

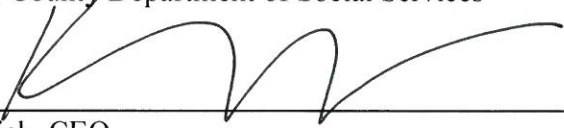
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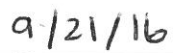
Authorizing Signatures

IN WITNESS WHEREOF, the below parties are authorized to execute this Agreement between the Monterey County Department of Social Services and Seneca Family of Agencies.

  
\_\_\_\_\_  
Elliott Robinson, Director  
Monterey County Department of Social Services

  
\_\_\_\_\_  
Date

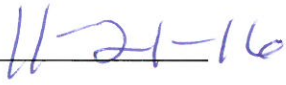
  
\_\_\_\_\_  
Ken Barrick, CEO  
Seneca Family of Agencies

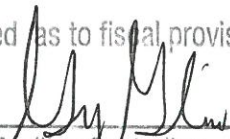
  
\_\_\_\_\_  
Date

**Approved as to Form:**

  
\_\_\_\_\_  
Monterey County  
Deputy County Counsel

\_\_\_\_\_  
Date



Reviewed as to fiscal provisions  
  
\_\_\_\_\_  
Auditor-Controller  
County of Monterey 