

**COUNTY OF MONTEREY STANDARD AGREEMENT  
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: Seneca Family of Agencies (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:  
**Provide** Child & Family Team meeting facilitation and Family Finding and Engagement services for children/youth in out-of-home care.

**2.0 PAYMENT PROVISIONS.**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 1,480,920.00.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from March 1, 2018 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- |                  |   |           |                             |
|------------------|---|-----------|-----------------------------|
| <b>Exhibit A</b> | <b>Scope of Services/Payment Provisions</b> |           |                             |
| Exhibit B        | DSS Additional Provision                    | Exhibit F | Lobbying Certification      |
| Exhibit C        | Budget                                      | Exhibit G | Audit Provisions            |
| Exhibit D-1      | Family Contingency Fund Detail              | Exhibit H | HIPAA Certification         |
| Exhibit D-2      | Sample Invoice                              | Exhibit I | Elder Abuse Reporting Cert. |
| Exhibit E        | Child Abuse Reporting Certification         | Exhibit J | ACL 16-84                   |

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

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

## 9.0 INSURANCE REQUIREMENTS.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR 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 Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 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, the CONTRACTOR 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 years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by 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 years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, 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 Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on 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.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.**

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Virginia Pierce, MAIII	Carol Bishop, Executive Director
Name and Title	Name and Title
1000 S. Main Street, Suite 206 Salinas, CA 93901	124 River Road Salinas, CA 93908
Address	Address
831-759-6768	831-443-0662
Phone	Phone

## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR 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.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR 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.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.



- 15.13 Construction of Agreement. The County and CONTRACTOR 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.
- 15.14 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.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she 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.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 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.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: [Signature]  
Department Head (if applicable)

Date: 4/2/18

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By: [Signature]  
County Counsel

Date: Feb 6, 2018

Approved as to Fiscal Provisions<sup>2</sup>

By: [Signature]  
Auditor/Controller

Date: 2/6/18

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Seneca Family of Agencies  
Contractor's Business Name\*

By: [Signature]  
(Signature of Chair, President, or  
Vice-President)\*

By: KATHERINE WEST COO  
Name and Title

Date: 2/7/18

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

By: Sabrina Seiden Accounting Director  
Name and Title

Date: 2-1-18

County Board of Supervisors' Agreement Number: A-13849, approved on (date): 2/27/18

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
and  
Seneca Family of Agencies (KINSHIP CENTER)**

***CFT Partnership***  
***03/01/2018 – 06/30/2020***  
**SCOPE OF SERVICES**

**A. CONTACTS****1. Contractor Information:**

*Provider Name:* Kinship Center, Seneca Family of Agencies  
*Street Address:* 124 River Road, Salinas, CA 93908  
*Phone:* 831-455-9965  
*FAX:* 831-455-4777

**2. Primary Contacts:**

Virginia Pierce, MA III DSS, Family and Children's Services 1000 S. Main Street, Suite 206 Salinas, CA 93901 Tel: 831-759-6768 FAX: 831-755-4600 <a href="mailto:piercevr@co.monterey.ca.us">piercevr@co.monterey.ca.us</a>	Carol Bishop, Executive Director Seneca Family of Agencies Kinship Center - Family Ties Program 124 River Road Salinas, CA 93908 831-443-0662 831-455-4777 <a href="mailto:Carol_Bishop@senecacenter.org">Carol_Bishop@senecacenter.org</a>
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**3. Administrative Oversight Team:**

Virginia Pierce, MA III DSS, Family and Children's Services 1000 S. Main Street, Suite 205 Salinas, CA 93901 Tel: 831-759-6768 FAX: 831-755-4600 <a href="mailto:piercevr@co.monterey.ca.us">piercevr@co.monterey.ca.us</a>	Katherine West, Seneca Family of Agencies 6925 Chabot Road Oakland, CA 94618 Tel: 510-654-4004 ex 2004 FAX: 510-830-3590 <a href="mailto:Katherine@senecacenter.org">Katherine@senecacenter.org</a>
Christine Lerable, PMII DSS, FCS 1000 S. Main Street, Suite 205 Salinas, CA 93901 Tel: 831-755-8498 FAX: 831-755-4600 <a href="mailto:lerablec@co.monterey.ca.us">lerablec@co.monterey.ca.us</a>	Greg Glazzard, Probation Services Manager 1422 Natividad Salinas, CA 93906 Tel: 831-755-3912 <a href="mailto:glazzardgg@co.monterey.ca.us">glazzardgg@co.monterey.ca.us</a>

**B. PURPOSE**

The purpose of this Agreement is to provide best practices in response to the program requirements set forth in the Continuum of Care Reform (CCR) which went into effect in 2017. CCR was established to keep children and youth in their homes whenever possible. When children and youth must be separated from their biological parents, CCR sets in place some fundamental principles and requirements including: that all children should live in a permanent home with a caring, loving adult and that child welfare services are most effective when delivered in the context of the best interests of a child or youth and are delivered in a manner that is family-centered.

Two significant components of CCR are addressed through this agreement. The first is the requirement for counties to actively seek out and support familial and community connections for children and youth in out-of-home care. This is commonly known as “Family Finding and Engagement” (FFE) and the provision of this service is a main outcome of this agreement. Monterey County Child Welfare and Juvenile Probation desire to partner in meeting best-practice standards for family finding and engagement efforts in order to meet the needs of all children and youth in the foster care system. Probation specifically requires in-depth assistance and expertise to meet best practice needs around FFE.

Secondly, CCR also required the development of the Child and Family Team (CFT) approach for all children and youth in foster care. The CFT model provides the context and required shared responsibility to assess, plan, intervene, monitor, and refine services over time as a child or youth remains in out-of-home care. Regular CFTs must be provided to all children and youth who are experiencing out-of-home care because of foster care placement; both for child welfare and probation children/youth. The California Department of Social Services composed **ACL NO. 16-84 (Exhibit J)** that outlines and provides a broad overview of the requirements and guidelines of the CFT process. Although Monterey County Family & Children’s Services (FCS) has historically provided similar team meetings (Team Decision Making, Family Team Meetings, Permanency Conferences etc.), this new scope of services mainstreams these meetings, which historically were focused on specific subgroups with foster care. The need for planning, scheduling, facilitating, documenting, and preparing all children, youth and families for a CFT exceeds internal capacity for both Monterey County Family and Children’s Services and Probation. CFTs also suggest that a neutral party to act as a facilitator. This agreement supports the provision of these CFT best practice services through a community partner.

This agreement includes service delivery to all Monterey County children, youth and families who are at high risk of, or currently experiencing foster care placements within their family system. This includes eligible children, youth and families in both the Child Welfare and Probation systems.

**C. PROGRAM DESCRIPTION**

The target population is children, youth and families who have one or more children who are child welfare court dependents or are probation wards with an active out of home placement order. The SCOPE OF WORK includes but is not limited to the following:

- 1.) The California Department of Social Services (CDSS) composed **ACL NO. 16-84 (Exhibit J)** which provides a broad overview of the requirements and guidelines of the CFT process. The SCOPE OF WORK will adhere to the requirements and guidelines outlined in this ACL.
- 2.) Scheduling, preparation, facilitation and documentation of Child and Family Team (CFT) meetings for children, youth and families involved in the Child Welfare and Probation systems. This could build in capacity for an average of fifty (50) CFTs per month. Specifics include but are not limited to:
  - a) creating and maintaining a centralized in-box and e-mail for CFT related communication.
  - b) supporting and working with the COUNTY on the creation and tracking of the various forms needed for participation in the CFT Partnership program.
  - c) responding to referrals in the following timeframes: initial call-back or e-mail to confirm receipt of referral will occur within 24 hours of receiving the referral. CFTs will be organized and facilitated by the CONTRACTOR as follows:
    - a. crisis emergency: occur within 72 hours of referral;
    - b. new case referrals from the Dependency or Probation Placement Unit: upon County case assignment refer within one week (7 days) of referral;
    - c. ongoing: ideally next CFT will be scheduled at the end of the CFT being held, non-emergency CFTs will be scheduled and held within one month (30 days) of referral.
- 3.) Facilitator role includes, but is not limited to:
  - a. adhering to the CFT facilitation guidelines and training offered through CDSS or its designee,
  - b. contacting the Social Worker/Probation Officer (SW/PO) not less than one week prior to the CFT (or within 24 hours of receiving a referral for a crisis CFT) to discuss pertinent information,
  - c. creating an agenda,
  - d. initiating a sign-in sheet,
  - e. acting as back-up for note taking when SW/PO is unable to identify or provide an individual (i.e. clerical or supervisor) for this task,
  - f. work with scheduler to coordinate the date/time/location of the CFT,
  - g. set up technology for CFTs where there needs to be telephonic or Skype/Facetime participation,
  - h. writing a facilitator meeting summary to the group to be input by the SW/PO in Case Management System (CMS) as required by CDSS,
  - i. completing the Family Fund Request form and gaining signatures from CFT participants; at minimum, the SW/PO and a family member must sign,
  - j. gathering basic Family Finding information from the CFT for initiation of a Family Finding referral, and
  - k. other duties as determined by CONTRACTOR and COUNTY as program develops.
- 4.) Scheduler role includes, but is not limited to:

- a. checking the CFT inbox not less than two times per workday,
  - b. contacting all parties listed in the CFT referral to schedule a meeting,
  - c. working with Children's Behavioral Health (CBH) /Department of Social Services (DSS)/Probation designees,
  - d. working with facilitator on scheduling as needed,
  - e. e-mailing or faxing (to be determined) the Family Fund form to the designated DSS manager within 24 hours of receipt.
  - f. passing on Family Finding and Engagement referrals to the appropriate staff within 24 hours of receipt.
  - g. assuring that for all active court cases prior to the termination of parental rights (TPR) that a parent(s) is invited and actively engaged to participate as well as all children/youth (as age appropriate) are to be present at the CFT
  - h. assuring that a representative from CBH can attend the CFT.
  - i. other duties as determined by CONTRACTOR and COUNTY as program develops.
- 5.) Family Engagement Specialists work with the family and the COUNTY on locating, engaging and supporting extended family and kin for children and youth in foster care. This work is critical to the creation of a circle of permanence for a child or youth in foster care placement. Within this agreement there is capacity for an average of thirty (30) open families (sibling groups) at one time. Specifics include, but are not limited to:
- a. accepting the Family Finding and Engagement (FFE) referral within 24 hours of CFT.
  - b. contacting the SW/PO within 72 hours to formulate a plan of action and engagement which may include hard file or CMS file review. This task will take place within the DSS or Probation offices.
  - c. communication is critical to Family Finding and Engagement work. Maintaining regular contact with the SW/PO, providing monthly case summaries to be written up by the CONTRACTOR, reviewed by the COUNTY and agreed upon by the team; to include not less than monthly e-mail summaries.
  - d. requesting that the SW/PO set up a CFT when significant information has been located and a detailed plan of action developed specific to FFE efforts.
- 6.) Other expectations and services of the CONTRACTOR include but are not limited to:
- a. facilitation of CFTs in the residence of the child(ren) whenever appropriate.
  - b. identification of local, neutral neighborhood spaces to hold CFTs.
  - c. travel out of County to facilitate CFTs where youth are transitioning from a Short Term Residential Therapeutic Program (STRTP).
  - d. when requested by the COUNTY, preparing and educating participating family members for the CFT.
  - e. set up, management and tracking of One Time Only (OTO) funds to be accessed via the CFT as needed to meet immediate needs of the family.
  - f. support and participate with the COUNTY in the development and tracking of the necessary forms needed to access these funds.
  - g. provide the technology needed to facilitate and hold virtual CFTs deemed to be appropriate by CDSS, the COUNTY and CONTRACTOR.

- h. provide and participate in the necessary training and supports to staff selected to do the CFT facilitation, family finding and engagement work as required by the CONTRACTOR.

#### D. STAFFING

The following positions reflect staffing planned for the CFT Partnership Program, regardless of funding source:

- a. An **Executive Director** to be responsible for the management oversight of the program, including supervision of the Program Director, budgetary oversight and program marketing.
- b. A **Half-time Program Director** will be responsible for the overall operation of the program, including direct supervision of the Program Supervisor, budget monitoring, and program liaison with Monterey County DSS, and backup direct supervision of program staff.
- c. **Program Supervisor .25 FTE**– Responsible for direct supervision and evaluation of the CFT Facilitators and Coordinator Scheduler, including participating in ongoing training.
- d. **Program Facilitators 2.00 FTE** – Preparing, facilitating and documenting CFT's within program guidelines, maintain communication with the SW/PO and other significant County staff, coordinate with scheduler to arrange for CFT meeting, provide summary notes to SW/PO, arrange for Family Fund request, gather information for Family Finding, schedule subsequent CFT.
- e. **Family Engagement Specialists 2.00 FTE** – Conduct Family Finding and Engagement work for families referred from DSS and Probation through the CFT process. Maintain open communication with SW/PO with regularly scheduled updates of progress. Participate in ongoing training to enhance skills.
- f. **Coordinator Scheduler 1.0 FTE** – Coordinate with Facilitators to contact participants and schedule CFT meetings; contact all participants; locate appropriate sites and set up meetings with necessary technology; manage data entry and tracking documentation as directed; arrange travel for Facilitators and Family Engagement Specialists when needed; manage referrals and track contacts.

#### E. DATA SHARING and EVALUATION

The following guidelines pertain to the sharing of data and program evaluation. In order to achieve stronger outcomes for children under the care of DSS and Probation who are in need of relative and near-kin permanency, DSS and Probation will provide data and information specific to these children, as needed to best support the CONTRACTOR supporting these families. CONTRACTOR will partner with the COUNTY on various tasks defined by the court process for receiving the child or family's Case Plan, however nothing that is child specific court case information, not necessary for the support of the child, will be shared and all users will comply with Welfare & Institutions (W & I) Code Section 10850, 45 CFR § 205.50. Violation of this statement may constitute grounds for corrective action up to and including termination of employment and/or this Agreement. Unauthorized use or release of confidential information may also subject the violator to personal, civil, and/or criminal liability and legal penalties

**F. FISCAL PROVISIONS**

- **CONTRACTOR acknowledges that core funding for the CFT Partnership is pursuant to the actual funding from the COUNTY.**
- **CONTRACTOR agrees to complete the monthly invoices on the form set forth in Exhibits D-1 and D-2, and provide to COUNTY Primary Contact no later than the 10<sup>th</sup> day of the month following the month of service.**
- **The maximum amount to be paid by County to CONTRACTOR for the term of this Agreement, March 1, 2018 – June 30, 2020, shall not exceed one million four hundred eighty thousand nine hundred and twenty dollars (\$1,480,920.00) as detailed in Exhibit C, Budget. The expenditure per fiscal year shall not exceed two-hundred seven thousand four hundred eighty-one dollars (\$207,481.00) for FY 17-18, six hundred thirty-one thousand eight hundred and ninety-eight dollars (\$631,898.00) for FY 18-19 and six hundred forty-one thousand five hundred and forty-one dollars (\$641,541.00) for FY19-20 as detailed in Exhibit C, Budget.**

**G. MEETINGS/COMMUNICATIONS**

1. **CONTRACTOR shall be responsible for reporting to the Seneca Family of Agencies Board of Directors regarding program needs, plans and trends for relative caregivers to include ongoing statistical data and analysis.**
2. **CONTRACTOR will participate in not less than monthly CFT Partnership meetings to review the program strengths and areas of growth as well as problem solve, create and enhance existing program planning. This meeting will specifically address any communication necessary around the Family Finding and Engagement portion of this Agreement.**
3. **CONTRACTOR will participate in not less than quarterly contract review meetings. The purpose of these meetings will be to maintain open communication to oversee implementation of this Agreement; discuss and make decisions regarding contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications.**
4. **CONTRACTOR will work collaboratively with the COUNTY, Hartnell Community College and the Title IV-E oversight team on the provision of training, as identified.**
5. **CONTRACTOR will provide an end of FY program services summary to the COUNTY by August 15 of each year. Specific data information to be provided to the COUNTY will be determined collaboratively.**
6. **CONTRACTOR will participate in across county collaborative efforts pertaining to best practice implementation of CCR efforts.**

**F. REPORTING REQUIREMENTS**

1. **CONTRACTOR will collect and provide data on all CFTs, OTO fund requests and family finding and engagement efforts provided by the CFT Partnership program, assuring a partnership that can provide other additional data requirements of the State or other supporting agencies.**
2. **The COUNTY will be responsible for approval and submittal of the data as received by the CONTRACTOR and to be provided to the CDSS, Chief Probation Officers of California (CPOC) and the California Department of Health Care Services (DHCS).**
3. **CONTRACTOR will participate in other data collection requirements set forth by the COUNTY as appropriate.**



**EXHIBIT B**

**MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

**ADDITIONAL PROVISIONS**

**I. PAYMENT BY COUNTY:**

**1.01 Monthly claims/invoices by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1 & D-2**.

**1.02 Final Invoice; forfeiture for late invoice:** CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10, 2020**. **If the Final Invoice is not received by COUNTY by close of business on July 10, 2020, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

**1.03 Allowable Costs:** Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

**1.04 Cost Control:** CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

**1.05 Payment in Full:**

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be

## EXHIBIT B

deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

**1.06 Disputed payment amount:** If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

## II. PERFORMANCE STANDARDS & COMPLIANCE

**2.01 Outcome objectives and performance standards:** CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

**2.02 County monitoring of services:** COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

**2.03 Notice of defective performance:** COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

**2.04 Termination for cause:** Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

### **2.05 Remedies for Inadequate Service Levels:**

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

## EXHIBIT B

- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

**2.06 Training for Staff:** CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

**2.07 Bi-lingual Services:** CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

**2.08 Assurance of drug free-workplace:** CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
  - Establishing a drug-free awareness program to inform employees about all of the following:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the organization's policy of maintaining a drug-free workplace;
    - 3) any available drug counseling, rehabilitation, and employee assistance programs;
    - 4) the penalties that may be imposed upon employees for drug abuse violations;
    - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

### III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code 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 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

## EXHIBIT B

CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

### IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

**4.01 Discrimination Defined:** The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

**4.02 Application of Monterey COUNTY Code Chapter 2.80:** The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

**4.03 Compliance with laws:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

## **EXHIBIT B**

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and 28 CFR Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (ADEA), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code Section 4450**;
- **The Dymally-Alatorre Bilingual Services Act**; Calif. Government Code Sec. 7290 et seq.
- **The Food Stamp Act of 1977**, as amended and in particular Section 272.6.
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

**4.04 Written assurances:** Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

## EXHIBIT B

**4.05 Written non-discrimination policy:** Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

**4.06 Grievance Information:** CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

**4.07 Notice to Labor Unions:** CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

**4.08 Access to records by government agencies:** CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

**4.09 Binding on Subcontractors:** The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

## V. CONTRACT ADMINISTRATORS

**5.01 Contract Administrator – CONTRACTOR:** CONTRACTOR hereby designates **Carol Bishop** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

**5.02 Contract Administrator – COUNTY:** COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

## **EXHIBIT B**

### **VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING**

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

### **VII. APPEAL PROCESS**

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

**Monterey CFT/Family Finding and Engagement  
Seneca Center - Budget  
FY 2017-20**

**EXHIBIT C**

Revenue	Annual 17/18 Budget		Four Month	Annual 18-19 Budget		Annual 19-20 Budget	
<b>Monterey County Funds</b>		622,444.00	207,481		631,898		641,541
<b>Total Revenue</b>		<b>622,444.00</b>	<b>\$207,481</b>		<b>\$631,898</b>		<b>\$641,541</b>
Expenses	Annual 17/18 Budget		Four Month	Annual 18-19 Budget		Annual 19-20 Budget	
<b>Payroll</b>							
Executive Director	0.05	7,500.00	2,500	0.05	7,650	0.05	7,803
Director	0.50	42,500.00	14,167	0.50	43,350	0.50	44,217
Facilitators (Bilingual Prefer)	2.00	121,000.00	40,333	2.00	123,420	2.00	125,888
Fam. Engage. Specialists (Bilingual Prefer)	2.00	91,520.00	30,507	2.00	93,350	2.00	95,217
Coordinator/Scheduler	1.00	45,760.00	15,253	1.00	46,675	1.00	47,609
Health Information Specialist	0.50	20,800.00	6,933	0.50	21,216	0.50	21,640
<b>Total</b>	<b>6.05</b>	<b>329,080.00</b>	<b>\$109,693</b>		<b>\$335,662</b>		<b>\$342,375</b>
		Benefits @					
		0.26	85,560.80	28,520	87,272		89,017
<b>Total Payroll</b>		<b>414,640.80</b>	<b>\$138,213</b>		<b>\$422,934</b>		<b>\$431,392</b>
Operations	Annual 17/18 Budget		Four Month	Annual 18-19 Budget		Annual 19-20 Budget	
<b>Program Support</b>							
Office Supplies		1,200.00	400		1,200		1,200
Telephone		5,220.00	1,740		5,220		5,220
Family Finding Searches		1,800.00	600		1,800		1,800
Staff Training and Recruitment		6,960.00	2,320		6,960		6,960
Mileage Reimbursement/Staff Travel		20,880.00	6,960		20,880		20,880
<b>Total Program Support</b>		<b>36,060.00</b>	<b>\$12,020</b>		<b>\$36,060</b>		<b>\$36,060</b>
<b>Facility and Equipment</b>							
Facility		38,803.00	12,934		38,803		38,803
Expendable Equipment		2,900.00	967		2,900		2,900
<b>Total Facility Cost</b>		<b>41,703.00</b>	<b>\$13,901</b>		<b>\$41,703</b>		<b>\$41,703</b>
<b>Child and Family Related</b>							
Child and Family Engagement Funds		3,600.00	1,200		3,600		3,600
Family Contingency Fund (county approval)		50,000.00	16,667		50,000		50,000
<b>Total Basic Care</b>		<b>53,600.00</b>	<b>\$17,867</b>		<b>\$53,600</b>		<b>\$53,600</b>
<b>Total Operations</b>		<b>131,363.00</b>	<b>\$43,788</b>		<b>\$131,363</b>		<b>\$131,363</b>
<b>Total Direct Expenses</b>		<b>546,003.80</b>	<b>\$182,001</b>		<b>\$554,297</b>		<b>\$562,755</b>
		Allocable Expense					
	0.14	76,440.53	25,480		77,602		78,786
<b>Total Expense</b>		<b>622,444.33</b>	<b>\$207,481</b>		<b>\$631,898</b>		<b>\$641,541</b>





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

*Monterey CFT Partnership  
3/1/2018 - 6/30/2018*

**INVOICE**



Invoice Number: \_\_\_\_\_  
Invoice Month: **March 2018**

BUDGET ITEM	FY TOTAL 7/1/2017-6/30/2018	PRIOR MONTH FY-TO-DATE EXPENSES	CURRENT MONTHLY EXPENSES	CURRENT FY-TO-DATE EXPENSES	BALANCE FY CONTRACT FUNDS
Salaries	\$329,080			\$ -	\$329,080
Benefits	\$85,561			\$ -	\$85,561
<b>Total Salaries and Benefits</b>	<b>\$414,641</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$414,641</b>
<b>Operating Costs</b>					
Office Supplies	\$1,200			\$ -	\$1,200
Telephone	\$5,220			\$ -	\$5,220
Family Finding Searches	\$1,800			\$ -	\$1,800
Staff Training and Recruitment	\$6,960			\$ -	\$6,960
Mileage Reimbursement/Staff Travel	\$20,880			\$ -	\$20,880
<b>Total Program Support</b>	<b>\$36,060</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$36,060</b>
Facility	\$38,803			\$ -	\$38,803
Expendable Equipment	\$2,900			\$ -	\$2,900
<b>Total Facility Expense</b>	<b>\$41,703</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$41,703</b>
Child and Family Engagement Funds	\$3,600			\$ -	\$3,600
Family Contingency Fund (county approval)	\$50,000			\$ -	\$50,000
<b>Total Child and Family Related</b>	<b>\$53,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$53,600</b>
<b>Total Operations</b>	<b>\$546,004</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$546,004</b>
Overhead (Indirect Costs)	\$76,440			\$ -	\$76,440
<b>Total Program Costs</b>	<b>\$622,444</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$622,444</b>

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible for payment pursuant to the terms of the contract.

Authorized signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Monterey County DSS Authorized Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Remit to: **Seneca Family of Agencies**  
**2275 Arlington Drive**  
**San Leandro, CA 94578**

**CHILD ABUSE & NEGLECT REPORTING  
CERTIFICATION**

**Seneca Family of Agencies**

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

  
\_\_\_\_\_  
Authorized Signature

2/1/18  
\_\_\_\_\_  
Date

- ◆ 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- ◆ Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

**CERTIFICATION REGARDING LOBBYING**

**Seneca Family of Agencies**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signature

COO  
\_\_\_\_\_  
Title

Seneca Family of Agencies  
\_\_\_\_\_  
Agency/Organization

2/1/18  
\_\_\_\_\_  
Date

## AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

### I. CPA Audit on Termination:

#### 1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit or audit reports covering the contract period, prepared by an independent Certified Public Accountant. The audit requirement is for the purpose of determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. Such audit shall be performed in accordance with the "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" as published by the Comptroller General of the United States, and in accordance with generally accepted auditing standards.

#### 1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit, or audit report, required herein no later than 120 days after the close of CONTRACTOR's Fiscal Year. If CONTRACTOR's fiscal records adhere to a Fiscal Year different from COUNTY's, then CONTRACTOR's audit will include a schedule(s) coinciding with COUNTY's Fiscal Year (July-June), or CONTRACTOR may submit a program specific audit coinciding with COUNTY's Fiscal Year (July-June).

In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY in order to grant the extension. The submittal of the audit will continue to be required and due **no later than six (6) months** after the close of CONTRACTOR's fiscal year-end.

#### 1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) An annual independent audit and Management Letter conducted in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (yellow book audit) issued by the Comptroller General of the United States. **The audit must identify all federal, state, County and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.**

**-OR-**

2) If CONTRACTOR is not required to have an annual independent audit conducted in accordance with *both* Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (yellow book audit) issued by the Comptroller General of the United States, other than to comply with COUNTY's request, *then* an annual independent audit and Management Letter, conducted only in accordance with Generally Accepted Auditing Standards (GAAS) may be submitted *as long as the audit includes this grant/program as part of the testing*. **The audit must identify all federal, state, County and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.**

COUNTY reserves the right to require a program specific audit at COUNTY's discretion.

**1.04 Payment for Audit**

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under OMB Circular 133, then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under OMB Circular 133, the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars, the Federal Acquisition Regulation (FAR) (48 CFR parts 30 and 31), or other applicable cost principles or regulations.

**II. Contractor Records**

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

**III. Recovery of Overpayments:** If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Seneca Family of Agencies

  
\_\_\_\_\_  
(signature of authorized representative)

2/18  
\_\_\_\_\_  
(date)

## EXHIBIT H

### Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

#### I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

**II. CONFIDENTIALITY REQUIREMENTS**

- (a) **CONTRACTOR** agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement, (if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
  - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
  - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
    - (A) the disclosure is required by law; or
    - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
  - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.



## EXHIBIT H

- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

### III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

### IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

### V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

**EXHIBIT H**

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

**CONTRACTOR:** Seneca Family of Agencies

By:  \_\_\_\_\_

Title: COO

Date: 2/1/18

**ELDER/DEPENDENT ADULT  
ABUSE & NEGLECT REPORTING  
CERTIFICATION**

Seneca Family of Agencies

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf>

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf>

  
\_\_\_\_\_  
Authorized Signature

2/1/18  
\_\_\_\_\_  
Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call  
**1 (800) 510-2020**

To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

**WELFARE AND INSTITUTIONS CODE  
SECTION 15659**

15659.

- (a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.
- (b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).
- (c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.
- (d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.
- (e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.
- (f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.



JENNIFER KENT  
DIRECTOR

State of California—Health and Human Services Agency



EDMUND G. BROWN JR.  
GOVERNOR



WILL LIGHTBOURNE  
DIRECTOR

October 7, 2016

ALL COUNTY LETTER (ACL) NO. 16-84  
MENTAL HEALTH SUBSTANCE USE DISORDER SERVICES (MHSUDS)  
INFORMATION NOTICE NO. 16-049

TO: ALL COUNTY BEHAVIORAL HEALTH PROGRAM DIRECTORS  
ALL COUNTY WELFARE DIRECTORS  
ALL COUNTY FISCAL OFFICERS  
ALL COUNTY ADMINISTRATIVE OFFICERS  
ALL CHIEF PROBATION OFFICERS  
ALL TITLE IV-E AGREEMENT TRIBES  
COUNTY WELFARE DIRECTORS ASSOCIATION OF CALIFORNIA  
COUNTY BEHAVIORAL HEALTH DIRECTORS ASSOCIATION  
CHIEF PROBATION OFFICERS OF CALIFORNIA  
COUNTY COUNCIL OF COMMUNITY BEHAVIORAL HEALTH  
AGENCIES

SUBJECT: REQUIREMENTS AND GUIDELINES FOR CREATING AND  
PROVIDING A CHILD AND FAMILY TEAM

REFERENCE: ASSEMBLY BILL (AB) 403 and AB 1997 (CHAPTER 773,  
STATUTES OF 2015 and CHAPTER 612, STATUTES OF 2016)  
WELFARE AND INSTITUTIONS CODE 706.6, 832, 16501.1  
PATHWAYS TO MENTAL HEALTH SERVICES – CORE PRACTICE  
MODEL GUIDE

**Executive Summary**

This ACL and MHSUDS Information Notice provides information and guidance regarding the use of child and family teaming to deliver child welfare services, as required by Assembly Bill (AB) 403, commonly known as the Continuum of Care Reform (CCR). Signed by Governor Jerry Brown in October 2015, the CCR makes sweeping changes to California's child welfare system, with implementation planned to occur in stages between now and 2021. The intent of the CCR is to have children and youth, who must live apart from their biological parents, live in a permanent home with a committed adult(s) who can meet their needs. The CCR changes also include, but are not limited to, providing services and supports to children, youth, and their families that reduce reliance on congregate care, thereby increasing placements in home-based settings.

One of the CCR's most fundamental principles is that child welfare services are most effective when delivered in the context of a child or youth and family-centered, child and family team (CFT) that shares responsibility to assess, plan, intervene, monitor and refine services over time. Welfare and Institutions Code, Section 16501.1 (c) and (d) require that county placing agencies convene a CFT meeting as defined in Section 16501 to identify supports and services that are needed to achieve permanency, enable a child to live in the least restrictive family setting, and promote normal childhood experiences. This requirement applies to all children and youth residing in a group home with an existing case plan or children and youth who come into the child welfare foster care placement after January 1, 2017, including probation youth in foster care and non-minor dependents.

### **Background**

Team-based approaches are not new to California. Beginning in 1997 with Wraparound, team-driven service models such as Functional Family Therapy, Safety Organized Practice, and Team Decision Making have been in use across the state. More recently, the Pathways to Mental Health Services - Core Practice Model Guide provided a comprehensive description of a CFT that reflects what was already occurring in practice; combining the structure of professional interdisciplinary teams with the strengths-based and inclusive principles of family-centered care to make informed decisions. This state approved guide contains valuable guidance about effective CFT processes.

Evidence-based and promising practices in child welfare and probation increasingly rely on youth and family engagement and teaming processes as effective methods to support children, youth, and families and include system partners in the planning, delivery and management of necessary services. As team-based practices have grown in California, so has the recognition of their success in improving outcomes for children, youth, and their families. The CCR builds on this success to provide children and youth who come into contact with California's child welfare and probation systems with this strategy that improves safety, permanency, and well-being.

### **Child and Family Team Model Overview**

A CFT is a group of individuals that includes the child or youth, family members, professionals, natural community supports, and other individuals identified by the family who are invested in the child, youth, and family's success. In addition to mandated participation of involved public agency representatives, the composition of the team is driven by family members' preferences. Successful CFTs include persons with natural supportive relationships with the family, so that the family's support system will continue to exist after formal services are completed. The CFT's role is to include family members in defining and reaching identified goals for the child. The individuals on the team work together to identify each family member's strengths and needs, based on relevant life domains, to develop a child, youth, and family-centered case plan. The plan articulates specific strategies for achieving the child, youth, and/or family's goals based on addressing identified needs, public safety, including following

related court orders, and building on or developing functional strengths. The CFT typically conducts and coordinates its work through a CFT meeting, which is discussed in detail below. It is important to recognize, however, that the CFT and a CFT meeting are not the same. The CFT is a group of people; a CFT meeting is a functional structure and process of engaging the family and their service teams in thoughtful and effective planning.

The CFT process reflects a belief that families have capacity to address their problems and achieve success if given the opportunity and supports to do so. Engagement with families is fundamental to the CFT process. Working with children, youth, and families as partners results in plans that are developed collaboratively and in a shared decision-making process. The family members hold significant power of choice when strategies are defined.

The CFT process reflects the culture and preferences of children, youth, and families, building on their unique values and capacities, and eliciting the participation of everyone on the team. It is important to recognize that at times the child, youth, and family have their own unique cultures. In those cases, care must be taken to integrate their cultures into the plan. Team members should help children, youth, and families recognize their strengths, and encourage them and support them to develop solutions that match their preferences. The team must respect and support the power of learning from mistakes when strategies do not work as intended so that the plan can be revised to improve outcomes.

### **Composition of Child and Family Teams**

For children and youth in the child welfare or probation systems, the placing agency is responsible for engaging members of the CFT. The CFT composition always includes the child or youth, family members, the current caregiver, a representative from the placing agency, and other individuals identified by the family as being important. A CFT shall also include a representative of the child or youth's tribe or Indian custodian, behavioral health staff, foster family agency social worker, or short-term residential therapeutic program (STRTP) representative, when applicable. Other professionals that may be included are: youth or parent partners, public health providers, Court Appointed Special Advocates, school personnel, or others. In addition to formal supports, effective CFT processes support and encourage family members to invite the participation of individuals who are part of their own network of informal support. This may include extended family, friends, neighbors, coaches, clergy, co-workers, or others who the family has identified as a potential source of support.

Family members may be reluctant, for a variety of reasons, to identify and invite friends or neighbors to participate. Family members may be angry or ashamed of being involved with child welfare, behavioral health, or probation; they may subscribe to cultural norms that do not accommodate sharing of personal information with "outsiders." Engagement may also be challenging for families experiencing serious mental illness and/or substance use disorders, or further complicated by the historical or current impact of trauma.

Professionals can work to mitigate family member reluctance by being patient, offering reassurance and encouragement, and demonstrating respect and cultural humility. It is important to explain how the inclusion of others can directly support the family members to achieve their goals in order to exit child welfare or probation services in a timely and effective manner. Individuals with lived experience (e.g. parent partners, youth partners/mentors) can be useful by being mentors and advocates who have personally experienced many of the same challenges and feelings through their own contact with the child welfare, behavioral health, or probation system(s). The parent partner's or youth mentor's unique role often promotes clarity and understanding for the family.

As families move through the CFT process, family members will often come to recognize their own strengths and experience the power of strengths-based support that comes without judgment. Over time and with growing trust, reluctance may fade and inclusion of natural supports will grow. Team membership is intentionally flexible and dynamic, so team participants will continue to change as needs change. Identified natural supports will move into a more significant role, as professionals work towards transitioning out of the team.

### **Confidentiality**

Confidentiality and information sharing practices are key elements throughout the CFT process, and they must be designed to protect children, youth and families' rights to privacy without creating barriers to receiving services. Section 832 of the Welfare and Institutions Code was added to promote sharing of information between CFT members relevant to case planning and providing necessary services and supports to the child, youth and family. To promote more effective communication needed for the development of a plan to address the needs of the child or youth and family, a person designated as a member of a child and family team may receive and disclose relevant information and records, subject to the child or youth and/or their parent or guardian signing a release of information.

When the CFT convenes, members will discuss and address any concerns related to sharing information openly and transparently. Working together as a team to discuss necessary information such as strengths and challenges, will help the family to determine specific goals, and implement a plan to meet those goals. Sharing relevant information allows families and professionals to build trust in each other and in themselves. This strengths-based, collaborative engagement with families is fundamental to the CFT process.

### **Child and Family Team Meeting**

It is important to recognize that a CFT meeting does not represent the entire process, but is simply one part of a larger strategy, which involves children, youth, and families in all aspects of care planning, evaluation, monitoring and adapting, to help them successfully reach their goals.



It is **only a CFT meeting** if decisions about goals and strategies to achieve them are made with involvement of the child, youth, and family members. The child, youth, and family voice, choice, and preferences are an integral part of the CFT process.

For a child or youth in the child welfare or probation system, the placing agency worker is typically responsible for convening the initial CFT meeting, unless the team is already established by the other agency. The placing agency is responsible for coordinating with the family, other child and youth serving system partners, and others identified by the child, youth, and family to convene the team and initiate meetings. If the child, youth, and family already have an established team through another agency such as behavioral health, or program such as Wraparound, the placing agency will support the existing team process to expand and evolve so that the needs and services indicated under the child welfare or probation case are included. **Cross System planning and coordination will ensure that there is only one team process for any single family in care.**

#### **When to Convene a CFT Meeting**

For children and youth without an existing CFT, team membership should start to be identified as soon as possible. A CFT meeting shall be convened by the placing agency within the first 60 days of coming into foster care. A CFT meeting will be convened to discuss any placement changes and service needs for the child or youth in out-of-home care, and the team must be consulted to identify the most appropriate placement of the child or youth, while always considering the least restrictive placement option.

Children and youth in child welfare services are screened for potential behavioral health needs by the placing agency (at intake and every year thereafter). When behavioral health issues are identified or are a concern, even if services are not presently being provided, referrals to appropriate treatment professionals should be made so that the child or youth's needs can be assessed. Behavioral health professionals (which may include county staff or county contracted providers for children eligible or enrolled in Medi-Cal) are important CFT resources and their involvement is especially critical when:

- The team is unsure about a child or youth's need for Specialty Mental Health Services (SMHS); or whether the child or youth should continue receiving any SMHS;
- There is a need to provide information to the team or family regarding how the child or youth's behavior or functioning is impacted by their mental health status;
- The team is considering the need for placement for the child or youth in a family relative, non-related extended family member or any other family type setting, a STRTP, Foster Care, or Intensive Treatment Foster Care;
- The team is considering a recommendation for Medi-Cal Therapeutic Foster Care Services; and/or
- A child or youth is prescribed psychotropic medication(s) or psychotropic medication(s) is being considered for the child or youth.

### **CFT Meeting Frequency, Location, and Logistics**

For children or youth in placement who are receiving Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS) or Therapeutic Foster Care (TFC), a CFT meeting must occur at least every 90 days. For children and youth who are not receiving SMHS, the placing agency will convene a CFT meeting no less than once every six months. Best practice dictates that meetings should be held as frequently as needed to address emerging issues, provide integrated and coordinated interventions, and refine the plan as needed and, therefore, frequency of meetings and timeframes should be decided by CFT members.

The CFT meetings should be scheduled at times and locations convenient for family member participation. Meetings should be conducted in a way that establishes a safe environment that engenders trust and reflects the child, youth, and family's cultural preferences and norms. If needed, CFT meetings could include an interpreter or translator to ensure effective communication and clear understanding. The meetings should have a clear purpose and follow a structured format. Since services and supports to the family should always be individualized to meet their needs, CFT meeting frequency and duration will look different for each family.

### **CFT Meeting Preparation and Case Planning**

It is important to prepare a child, youth, and family, as well as professionals, to participate in a CFT meeting. Either at the beginning or prior to the start of a meeting, an explanation of the purpose, people involved, or structure of the meeting should occur. This preparatory discussion should include an opportunity for all team members to ask questions and share concerns. Meeting agendas should be developed with the team and reflect the voice of the child, youth, and family.

During the development of a case plan, professionals should consider the family's ideas before making their own suggestions. Children, youth, and their families are the best experts about their own lives and preferences and their natural supports have valuable information and resources to share. Child, youth, and family member preferences should be taken into account in the decision making process, unless these preferences pose a child, youth, or community safety issue or conflict with court orders. Plans must be individualized, culturally responsive and trauma-informed. The team should routinely measure and evaluate child or youth and family member progress and emerging needs. Team meetings can help team members recognize when interventions and treatment plans are working and when they may require revision. The team's role in providing encouragement to continue the work to achieve family goals is a critical component of success.

### **Who Facilitates a CFT Meeting**

Typically, the placing agency facilitates the CFT meeting. The placing agency may choose alternative individuals to facilitate such as another individual from the placement agency, a provider, an informal support, or any other team member as determined by the CFT. The role of the facilitator is one that helps to identify needed contacts, builds consensus within the team around collaborative plans, actively

supports the agenda, and ensures that the family voice and choice is heard throughout the entire teaming process. Facilitation training can be made available through CDSS. The decision of who should facilitate the CFT meetings should be a shared decision that includes the preferences of the child, youth, and family members, although local county practices may dictate who facilitates and may largely be influenced by the purpose of the meeting. Other team members may take on the role of the facilitator; however, coordination of care for the safety, permanency, and well-being of the child and youth will remain the responsibility of the placing agency. The involved public agency providers, along with family and team members, assess immediate safety, stabilization, and crisis support needs, developing an immediate and usable safety plan for the child, youth, and family to follow.

### **Inquiries**

"Frequently Asked Questions" are included as an attachment to this ACL/MHSUDS Information Notice. Further information on confidentiality and documentation of CFTs will be forthcoming.

If you have any inquiries, please direct all CFT questions to the Integrated Services Unit, at (916) 651-6600, or via email at [CWScoordination@dss.ca.gov](mailto:CWScoordination@dss.ca.gov) or contact the DHCS, Mental Health Services Division, at (916) 322-7445 or email [KatieA@dhcs.ca.gov](mailto:KatieA@dhcs.ca.gov).

Sincerely,

***Original Document Signed By:***

KAREN BAYLOR, Ph.D., LMFT  
MSW  
Deputy Director  
Mental Health and Substance Use  
Disorder Services  
California Department of Health Care Services

***Original Document Signed By:***

Cheryl Treadwell For GREGORY E. ROSE,  
Deputy Director  
Children and Family Services Division  
California Department of Social Services

Attachment

## Attachment 1

### Frequently Asked Questions (FAQ's) for Child and Family Teams

The California Department of Social Services (CDSS) and the Department of Health Care Services (DHCS) recognize the unique needs of children and youth in the child welfare and probation systems (hereinafter referred to as the placing agency) as well as children and youth receiving Specialty Mental Health Services (SMHS). Below you will find the most frequently asked questions specific to the child and family teaming process. If you do not find an answer to your question, please contact CDSS at [CWSCoordination@dss.ca.gov](mailto:CWSCoordination@dss.ca.gov) or DHCS at [KatieA@dhcs.ca.gov](mailto:KatieA@dhcs.ca.gov).

#### **1.) When is a child or youth in the child welfare system required to have a Child and Family Team (CFT) meeting?**

After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. As defined in Welfare and Institutions Code, Section 16501, a CFT is also required for those children and youth residing in a group home or Short-Term Residential Therapeutic Program (STRTP) placement with an existing case plan. Best practice dictates that meetings should occur as soon as possible for, but not limited to, case planning purposes, placement determination, emancipation planning and/or safety planning.

The CFTs should also be in place for children and youth receiving certain Specialty Mental Health Services (i.e. Intensive Care Coordination and Intensive Home Based Services).

#### **2.) How frequently does the CFT meet?**

For children or youth in placement who are receiving Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), or Therapeutic Foster Care (TFC), a CFT meeting must occur at least every ninety (90) days. Children and youth in the child welfare or probation systems are required to have a CFT meeting at least once every six (6) months. Meetings should occur on an as-needed basis. For example, CFT meetings could occur once per month, depending on the needs of the child, youth, or family. In other instances, meetings may occur less often as agreed upon by the CFT.

For children and youth receiving Specialty Mental Health Services (SMHS) that require a CFT (ICC, IHBS, and services provided through the TFC services model), the CFT should reassess the needs of the child or youth, and adapt the plan to address changing needs in a timely manner, but not less than every ninety (90) days.

Urgent issues, such as safety concerns, risk of placement disruption, and/or ineffective support services, should be addressed immediately.

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#### **3.) Who initiates and schedules a CFT meeting?**

The first CFT meeting is initiated and scheduled by the placing agency. Subsequent CFT meetings can be initiated by the child, youth, family, or another team member.

If the child or youth is dually involved, both the child welfare social worker and probation officer should have a conversation to identify and clarify the individual (social worker or probation officer) responsible for initiating and scheduling the first CFT meeting.

#### **4.) What if my county has an existing team meeting process already in place?**

As long as the teaming process is based on the values and principles of strengths-based, family-centered care and follows the guiding principles outlined in the attached All County Letter 16-84 and Mental Health Substance Use Disorder Services Information Notice 16-049, the county placing agency should support the existing team processes and incorporate efforts to ensure the current needs and services of the child, youth, and family are being met. Examples of some alternate teaming processes are: Multi-Disciplinary Teams (MDT's); Safety Organized Practice (SOP) Family Teams; Family Group Decision Making and Wraparound Child and Family Teams. The intention of the state's practice is to have **one** gathering that addresses the child or youth's needs in an efficient manner that also avoid confusion for the child, youth, and family.

#### **5.) Can CFT meetings occur in conjunction with other processes or address other areas of need not already included in the CFT goals and/or objectives?**

Yes. In order to help reduce duplicative efforts and leverage existing activities, the CFT meeting can occur in conjunction with other regularly scheduled meetings, when appropriate. Some examples are:

- Team Decision Making
- Case Planning/Permanency Review Meetings
- Transitional Independent Living Planning Meetings

#### **6.) Does the CFT process end after one specific goal has been attained?**

No. As long as the child or youth is in foster care the process does not end after one goal is attained because new goals are developed to address the child, youth, and family's changing and evolving needs. Goals are continually assessed and transition plans are established.

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If all goals are met and the family has a solid post-permanency plan in place with natural supports, the CFT may recommend that the family is able to transition out of formal services.

#### **7.) If a CFT has been held, does the county still need to complete an interagency placement meeting?**

Local county agreements and policies will determine if and how an interagency placement meeting will be held and whether it is necessary even with a CFT meeting occurring.

#### **8.) Do all CFT's look the same?**

No. Each CFT is unique and will build upon each child, youth, and families' strengths, values, and goals. In addition, the teaming process must also reflect the culture(s) and preferences of the child, youth, and family.

#### **9.) How are CFT meetings scheduled?**

The placing agency worker is responsible to ensuring that the initial CFT meeting is scheduled and coordinated with all CFT members to schedule time and location. Subsequent meetings are often scheduled at the end of each meeting when participants are present. Child, youth, family or team members may identify additional support members to be included. The facilitator will create plans with team members for inviting additional participants.

#### **10.) Who facilitates CFT meetings?**

Facilitation is a set of activities that supports the process of the Pathways to Well-Being Core Practice Model. It includes but is not limited to an initial identification of the needs and strengths of the child or youth and family through initial engagement activities; ensuring a comprehensive shared plan is developed and implemented that builds on strengths and identifies intervention necessary to address their needs. The facilitator may also manage the logistics of the meeting, including scheduling, ensuring participation of all team members, accountability for tasks and activities between meetings, and high levels of communication between members as required. Local county practices may differ, but the important point of facilitation is to ensure that CFT meetings are productive and inclusive.

The facilitation is typically done by the placing agency worker, however, local practice could contract this role to a community provider, or the CFT members

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may decide that an informal support or team member can facilitate on-going meetings. Facilitation training can be made available through CDSS.

#### **11.) Where should CFT meetings be held?**

The CFT meetings are held in a location that is most convenient for the child, youth, and family. Best practice indicates that family homes are the preferred location, but the team must also take into consideration the needs of other team members.

#### **12.) How are meetings scheduled?**

The placing agency or assigned facilitator coordinates with all team members when scheduling meeting time(s) and location(s). Agenda items can be sent to the facilitator prior to a meeting. Subsequent meetings are often scheduled at the end of each meeting when participants are present.

Family or team members may identify additional support members to be included. Facilitators will create plans with team members for inviting additional participants.

#### **13.) What if a participant is unable to attend the CFT meeting in person?**

If a team member is unable to attend the CFT meeting in person (due to proximity issues or other conflicts), it is encouraged that s/he participate by video conferencing or phone. This option may be helpful when a child is placed in another county or when schedules do not allow in-person participation.

#### **14.) What if a participant can't attend the CFT meeting in person, by phone, or by video conferencing?**

Although it is encouraged for everyone on the team to participate, there will be times when not all of the team members are able to attend and the meeting should take place as scheduled. Before the CFT meeting ends, team members should identify someone to provide updates to absent team members in a timely manner.

#### **15.) What specific circumstances may preclude a child or youth from participating in a CFT meeting?**

When age-appropriate, a child or youth should always participate in a CFT meeting. Participation should be limited if the nature of the meeting's agenda is not suitable for the child or youth. Some examples may include: the focus of the meeting is only about the parent or parents' needs, or the main topic of discussion is of a sensitive adult nature. There may also be times when a child

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or youth refuses to participate, or s/he does not feel comfortable attending. Further engagement of the child or youth may be needed to encourage their participation so that they have a voice within the team.

Safety is another consideration for the team, as a child or youth may become easily angered or agitated during the CFT meeting and may require support. If applicable, the child or youth's mental health provider may also recommend if it is not in the child or youth's best interest to attend the CFT meeting.

#### **16.) How may a CFT look different for a Non-minor Dependent (NMD)?**

The CFT will be driven by the NMD and team membership will be guided by him or her. The team meetings may have more focus on one or more of the following: housing, employment, education, support networks, and if the NMD has a child or children, parent support services.

#### **17.) If the CFT cannot agree on placement, does the child, youth, and family or the placing agency make the final placement decision?**

The placing agency must consider all of the CFT placement recommendations and reasons; however, it is the responsibility of the placing agency to determine the most appropriate placement in order to achieve public safety, child safety, permanency and well-being. The placing agency worker is also responsible for providing the court its findings and reasons for the placement recommendation. The placing agency worker must inform the CFT of his or her recommendation(s) and reasoning prior to the court hearing and after the judge has made the placement order.

It is recognized that sometimes an incident regarding public safety or other concerns may occur and an immediate decision regarding placement must be made by the probation agency or courts prior to receiving the team's input. When this occurs it is the responsibility of the placing agency to engage the CFT to inform members of this decision, and to document the rationale for any inconsistencies between the case plan and the CFT recommendations. Best practice is to engage CFT members in a facilitated CFT meeting.

#### **18.) Does a mental health screening and mental health assessment need to be completed before the first CFT meeting?**

A CFT should occur as soon as possible and adhere to Welfare and Institutions Code, Section 16501. The initial CFT meeting should not be delayed to accommodate a pending mental health screening, assessment, or pending referrals for services.



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**19.) Who is the responsible authority for verifying that team decisions and case planning adhere to required policies and safety recommendations?**

The coordination of care for the public safety, safety, permanency, and well-being of the child and youth will be the responsibility of the placing agency with input from the children, youth, family, and team members. Follow-through on tasks, monitoring, and coordination are also important components in the process and is the responsibility of all CFT members.