

THIRD AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND SENECA FAMILY OF AGENCIES

This is the Third Amendment to the Contract between the County of Santa Clara (COUNTY) and Seneca Family of Agencies (CONTRACTOR) entered into on July 1, 2020 for the provision of Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program, which is now called Intensive Services Foster Care – Plus (ISFC – Plus) as of this Third Amendment. The original contract was approved by the Board on July 21, 2020.

This Contract is amended as follows:

Effective July 1, 2023, the parties agree to comply with the provisions contained in the following exhibits and article, which are either attached hereto or stated below, and incorporated herein by this reference and made a part of the Contract.

1. Add Exhibit A-3: Program Provisions, which is attached hereto and incorporated by this reference.
2. Add Exhibit B-1: Scope of Services, which is attached hereto and incorporated by this reference.
3. Add Exhibit D-3: Staffing Plan, which is attached hereto and incorporated by this reference.
4. Add Exhibit E-3: Fee Schedule, which is attached hereto and incorporated herein by this reference.
5. Add Exhibit F-2: Contract Outputs and Outcomes, which is attached hereto and incorporated herein by this reference.
6. Add Exhibit G-1: Contractor Covid Certification, which is attached hereto and incorporated herein by this reference.
7. Article I, General Terms, #3. CONFLICTS OF INTEREST is revised to read, #3 CONFLICTS OF INTEREST, POLITICAL REFORM ACT.
8. Add Article I, General Terms, #3 CONFLICTS OF INTEREST, POLITICAL REFORM ACT, e.
 - e. If applicable, CONTRACTOR and its agents shall comply with California Government Code section 84308 (“Levine Act”) and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any COUNTY officer during the proceeding and for 12 months following the final decision in the proceeding. Disclosures pursuant to the Levine Act must be submitted online at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>.
9. Add Article IV, Statutes, Regulations, and Policies, #16. SURVIVAL.
16. SURVIVAL

All representations, warranties, and covenants contained in this Contract, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Contract, shall survive the termination or expiration of this Contract, including but not limited to all terms (1) providing for indemnification of COUNTY; (2) relating to the California Public Records Act; (3) relating to COUNTY Data; and (4) relating to CONTRACTOR’s obligations upon termination or expiration of this Contract.

Adopted: 02/06/2024

10. Revise Article V, Insurance Requirements for Standard Contracts Above \$100,000. #1 INDEMNITY


1. INDEMNITY

Notwithstanding any other provision of this Agreement, CONTRACTOR shall indemnify, release, hold harmless, and defend, with counsel approved by COUNTY, COUNTY and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Contract by CONTRACTOR and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for COUNTY as allowed by law. CONTRACTOR shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which CONTRACTOR contests its obligation to indemnify, defend, and/or hold harmless County under this Agreement and does not prevail in that contest.


All other terms and conditions of the Contract remain in full force and effect. In the event of a conflict between the original Contract and this Amendment, this Amendment controls.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Amendment to the Contract.

COUNTY OF SANTA CLARA


Susan Ellenberg
President, Board of Supervisors
Date: FEB 06 2024

CONTRACTOR


DocuSigned by:

D132B11507B6402
Scott Osborn, Chief Operating Officer
Seneca Family of Agencies
Date: 12/8/2023

Signed and certified that a copy of this document
has been delivered by electronic or other means to
the President, Board of Supervisors.

ATTEST:


Curtis Boone
Acting Clerk of the Board of Supervisors
Date: FEB 06 2024

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

B8CACE06FCE84FD
Deputy County Counsel
Date: 11/27/2023

CONTRACTOR : Seneca Family of Agencies

PROGRAM/PROJECT NAME: Intensive Services Foster Care Plus (ISFC-Plus) Program

1. SCOPE OF WORK

- a. CONTRACTOR shall provide services under the Intensive Services Foster Care Plus (ISFC-Plus) Program to a maximum of six (6), at any given time, eligible children and youth (CLIENTS) referred by the Department of Family and Children Services (DFCS) of the Social Services Agency (SSA).
- b. CONTRACTOR will provide ISFC-Plus services pursuant to the specific terms and conditions outlined in:
 - i. Exhibit B-1: Scope of Services;
 - ii. Exhibit C: BHSD Scope of Work;
 - iii. Exhibit D-3: Staffing Plan;
 - iv. Exhibit E-3: Fee Schedule; and
 - v. Exhibit F-2: Contract Outputs and Outcomes.

2. DELIVERABLES

a. Invoices

CONTRACTOR will submit invoices in a format approved by COUNTY and as outlined in Section 6 of this Exhibit. Invoices must be signed by the CONTRACTOR.

b. SSA Outcome Measurement Reporting

CONTRACTOR will submit a quarterly report as outlined in Section 7 of this Exhibit and Exhibit F-2: Contract Outputs and Outcomes.

3. TERM OF CONTRACT

The term begins on July 1, 2020, and expires on June 30, 2024, unless terminated earlier or otherwise amended.

4. MAXIMUM FINANCIAL OBLIGATION

- a. COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the provisions of this Contract, for a total not to exceed \$628,368 for Fiscal Year 2021, \$633,024 for Fiscal Year 2022, \$1,031,976 for Fiscal Year 2023 and \$1,175,616 for Fiscal Year 2024 for a total of \$3,468,984.
- b. The ISFC State Funding is based on the current ISFC rate per home set by the Foster Care Rates Bureau (FCRB) of the California Department of Social Services (CDSS). Any change to the rate by FCRB shall apply automatically without amending the contract.

- c. Payment from SSA Supplemental Funding will be claimed based on Cost Reimbursement structure as outlined in Section 6 of this Exhibit. Each monthly claim, however, shall not exceed the amount of \$97,968. The cost reimbursement guarantees the program to be fully operational, with six homes/beds readily available for placement at any given time. Unless a resource parent becomes unavailable, CONTRACTOR will not reject a referral if the program is not in full capacity.
- d. In the event that not all six homes are operational due to the permanent transition or temporary unavailability of a resource parent, CONTRACTOR will notify DFCS immediately, prior to the resource parent's transition or unavailability whenever possible. Examples of reasons for this reduced capacity may include, but are not limited to, illness or injury of the resource parent, the resource parent's resignation from the program, or CONTRACTOR's assessment that the resource parent is no longer capable of providing the level of care needed for this program. CONTRACTOR will make every effort to reduce or eliminate time without operating at full capacity by ensuring additional resource parents are always being actively recruited, trained, assessed, and approved to provide care at this level. CONTRACTOR will strive to have short term resource parents available to provide care as needed and to supplement with staff support when necessary and appropriate.

5. BUDGET CONTINGENCY

This Contract is contingent upon the appropriation of sufficient funding by COUNTY for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by COUNTY for services covered by this Contract, COUNTY has the option to either terminate this Contract without notice (except that necessary to transition clients in the discretion of COUNTY) and with no liability occurring to COUNTY, or to offer an amendment to this Contract indicating the reduced amount.

6. INVOICES AND COMPENSATION TO CONTRACTOR

a. COST REIMBURSEMENT CONTRACT

- i. CONTRACTOR shall claim for compensation based on the methods outlined in Section 4 of this Exhibit. CONTRACTOR shall submit invoices for all expenses as outlined in Exhibit E-3: Fee Schedule.
- ii. CONTRACTOR will be reimbursed by COUNTY for its actual, reasonable, necessary, and allowable costs incurred up to the maximum compensation, for the performance of services as specified in this contract. These costs will also be in accordance with current cost principles and with all other requirements of this contract:
 - 1. For Non-Profit Agencies, OMB Circular A-122.
 - 2. For Local Governments, OMB Circular A-87.
 - 3. For Public and Nonprofit Institutions of Higher Education, OMB Circular A-121.
 - 4. For Profit Making Organization, 41 CFR Part 1.
- iii. CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. It is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted.

Exhibit A-3 Program Provisions

- iv. All payments under this contract will be made directly to CONTRACTOR as a corporate entity. Under no circumstances will COUNTY be required to make payments in any amount pursuant to this contract to any other parties, including individual employees or creditors of CONTRACTOR.
- v. COUNTY may, at its discretion, implement an alternative payment system to replace the current payment system. Any changes to the payment system will be discussed with the CONTRACTOR prior to implementation.
- vi. COUNTY will not be required to make payment if the amount claimed is not in accordance with the provisions of this contract. All payments under this contract will be made directly to CONTRACTOR as a corporate entity. Under no circumstances will COUNTY be required to make payments in any amount pursuant to this contract to any other parties, including individual employees or creditors of CONTRACTOR. If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR will have no claim whatsoever against COUNTY.
- vii. COUNTY is not obligated to reimburse CONTRACTOR for any expenditure not reported to COUNTY within sixty (60) calendar days after the end of the last month of the contract term.
- viii. CONTRACTOR must participate in a closeout period at the end of COUNTY funding period. During the closeout period all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. A closeout packet will be provided to CONTRACTOR by COUNTY at the end of the funding period and is due within forty-five (45) days thereafter. This provision survives the termination of this contract.

b. COST REIMBURSEMENT CLAIM

CONTRACTOR must submit to COUNTY a cost reimbursement claim in a form approved by COUNTY, by the tenth (10th) working day of each month for services performed during the preceding month.

- i. Prior to submittal, cost reimbursement claims must be certified and signed by a responsible officer of CONTRACTOR with authority to certify that the information submitted by CONTRACTOR is accurate and CONTRACTOR is entitled to payment under the terms of the contract. COUNTY may rely on said certification in making payment, but this payment will not constitute a waiver of any of COUNTY's legal rights or objections.
- ii. If the cost reimbursement claim is in proper form and the items billed are payable under this contract, COUNTY will make payment to CONTRACTOR within twenty-one (21) working days after receipt of the cost reimbursement claim.

7. OUTCOME MEASUREMENT REPORTING

- a. This Contract requires SSA's performance and outcome measurement reporting in order to demonstrate the impact of services on client populations. CONTRACTOR shall monitor, measure and report on the service outputs and outcomes outlined in Exhibit F-2: Contract Outputs and Outcomes.
- b. CONTRACTOR must submit to COUNTY a quarterly report using the form provided by COUNTY.

Instructions and training to complete the form can be found on <https://www.youtube.com/watch?v=Ij2VUO4PhW8>.

- c. CONTRACTOR must submit the report by the fifteenth (15th) working day after each quarter for services performed during the preceding quarter.

8. ADJUSTMENT TO EXHIBIT B-1: SCOPE OF SERVICES AND EXHIBIT D-3: STAFFING PLAN

A written adjustment to the Scope of Service/Staffing Plan may be approved by COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Scope of Service/Staffing Plan begins.

9. ADJUSTMENT TO EXHIBIT C: BHSD SCOPE OF WORK

The Behavioral Health Services Department (BHSD) Scope of Services may be replaced without a contract amendment as long as the replacement reflects the actual and current scope of work in the CONTRACTOR's separate contract with BHSD for the same program.

10. ADJUSTMENT TO EXHIBIT E-3: FEE SCHEDULE

A budget adjustment can be made without a contract amendment if Contractor submits a written budget adjustment request to COUNTY Contract Representative, or designee, and the request is approved by COUNTY in writing. Any adjustment to the budget must align with the rates and policies set forth by the Foster Care Rates Bureau (FCRB) of the California Department of Social Services (CDSS).

CONTRACTOR may request a budget revision by submitting COUNTY's Budget Revision Request form to COUNTY's designated contract/program monitor. The Budget Revision Request must include a statement explaining the impact that the budget revision, if approved, would have on the program/service delivery. Upon approval of the CONTRACTOR's Budget Revision Request, COUNTY will forward an approved copy of the Budget Revision Request form to CONTRACTOR.

11. ADJUSTMENT TO EXHIBIT F-2: CONTRACT OUTPUTS AND OUTCOMES

Adjustment to the outputs and outcomes, including the quarterly targets, can only be made through the terms and conditions mutually agreed upon between CONTRACTOR and DFCS. Any adjustment can be made without a formal amendment to the contract.

12. SERVICE PROVIDED

- a. CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from COUNTY for contract services as part of CONTRACTOR's client base.
- b. CONTRACTOR must coordinate services with other organizations providing similar services in order to foster community cooperation and avoid unnecessary duplication of services.

13. CONTRACT REPRESENTATIVES

- a. CONTRACTOR designates Scott Osborn, Chief Operating Officer as CONTRACTOR's representative for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the above-named person has the primary authority and responsibility to carry out this Contract.
- b. COUNTY designates the Director of Social Services Agency, or designee, as its representative for the purpose of managing the services performed pursuant to this Contract.

14. NOTICES

All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:

- a. To COUNTY:
Social Services Agency
Office of Contracts Management
333 West Julian Street
San Jose, California 95110-2335
- b. To CONTRACTOR:
Seneca Family of Agencies
Scott Osborn, Chief Operating Officer
8945 Golf Links Road
Oakland, CA 94605

15. COUNTY'S CONTRACT TRANSITION PROCESS

CONTRACTOR agrees to provide all information deemed necessary by COUNTY for use in subsequent procurement cycles.

Exhibit B-1: Scope of Services

CONTRACTOR : Seneca Family of Agencies
PROGRAM : Intensive Services Foster Care Plus (ISFC-Plus)

I. SCOPE OF WORK

- A. The intent of COUNTY is to partner with CONTRACTOR to ensure coordinated service delivery and adhere to the intent of COUNTY's Intensive Services Foster Care Plus (ISFC-Plus) Program. ISFC-Plus shall serve an eligible child or non-minor dependent (CLIENTS) in a home-based setting with an integrated program of specialized and intensive care, services and treatment as well as supervision and support from a professional resource parent (RESOURCE PARENT). The care and supervision provided under ISFC-Plus shall be nonmedical. ISFC-Plus shall likewise be a temporary and time-limited placement with 24-hour care for CLIENTS who have the highest and most complex and unique needs that require intensive, integrated therapeutic services and supports in order to stabilize and allow for transition to a more permanent living situation.
- B. CONTRACTOR shall place CLIENTS and his/her child, if any, in ISFC-Plus homes where there will be at least one dedicated therapeutic parent who shall take on the role of a RESOURCE PARENT. The RESOURCE PARENT(s) shall be supported by a treatment team which shall provide additional specialty clinical services to address the intensive behavioral health challenges. The RESOURCE PARENT(s) shall have educational, work, and/or lived experience, and will commit to providing unconditional care for the CLIENTS regardless of any behavioral challenges that emerge, with a no eject, no reject policy (incidents or situations that create significant concerns for the client's and/or caregiver's safety will require the team to consider all options for restoring safety, including but not limited to increased team support, respite, and reconsideration of current placement). Under this program, unless otherwise approved by the FFA, at least one of the parents will maintain 24/7 availability to meet youth needs and respond in a timely manner to emerging or unexpected needs.
- C. ISFC-Plus homes will be supplemented with more comprehensive, intensive, culturally- and trauma-informed mental health services through a separate contract with COUNTY's Behavioral Health Services Department (BHSD). All team members, including clinicians and support counselors, will also readily be available to provide home, school, or community-based support, 24 hours per day, seven days per week, to CLIENTS and RESOURCE PARENTS as needed. This can include scheduled therapeutic support, checking in during challenging periods, or responding to crises in the home as they arise. CONTRACTOR shall provide the additional specialty behavioral health services pursuant to **Exhibit C: BHSD Scope of Work**. This is the same scope of work attached to the separate contract between CONTRACTOR and BHSD also for the same program. In the event of a conflict between the provisions herein and Exhibit C, including any subsequent changes thereto, the BHSD contract controls.
- D. When delivering services under this program, CONTRACTOR shall likewise comply with all applicable regulations, including but not limited to the following, including any subsequent amendments thereto after execution of this agreement:
 1. Title 22 of the California Code of Regulations;
 2. All applicable California Department of Social Services (CDSS) Standards, Terms and Conditions set forth in CONTRACTOR's License and Rate Letter;
 3. California Education Code (EDC);

Exhibit B-1: Scope of Services

4. Health and Safety Code (HSC);
5. Penal Code (PEN); and
6. Welfare and Institutions Code (WIC).

II. SERVICE MISSION AND GOALS

- A. The ISFC-Plus Program is part of COUNTY's shared values and mission for all children to feel safe, loved, and connected through relationships that acknowledge the human need for belonging. The program aligns with the Federal, State and County's shared vision of improving the child welfare and juvenile justice systems and its outcomes of reducing the duration of involvement through the following continuum of care:
 1. Use of comprehensive initial child assessments;
 2. Increase in the use of home-based family care;
 3. Provision of services and supports to home-based family care;
 4. Reduction in the use of congregate care placement settings; and
 5. Creation of faster paths to permanency.
- B. Towards this vision, COUNTY shares the common goal to maintain the safety, well-being, and healthy development of CLIENTS when they are removed from their own families by placing them with relatives or someone familiar, whenever it is possible and appropriate. In situations when it is not, CLIENTS are placed with caregiving families that are able to meet their physical, social, and emotional needs until they are reunited with their family. Whenever reunification is not immediately possible, the goal remains to seek other forms of permanency and family connections, such as adoption or guardianship.

III. ELIGIBLE POPULATION

- A. CONTRACTOR will provide ISFC-Plus placement and services to CLIENTS in out-of-home foster care with serious emotional and behavioral challenges and are in need of a temporary family home setting as an alternative to Short-Term Residential Therapeutic Program (STRTP) or are in the process of stepping down from such STRTP and require more intensive services to stabilize in a community setting. Eligible CLIENTS must meet the following criteria:
 1. The CLIENT's needs have been assessed pursuant to WIC sections 4096 and 11462.01, as requiring the level of services provided in ISFC-Plus in order to maintain the safety and well-being of the CLIENT or others due to behaviors, including those resulting from trauma, that render the CLIENT or those around them unsafe or at risk of harm; or that prevent the effective delivery of needed services and supports provided in the CLIENT's out-of-home placement or other family settings (such as with a relative, guardian, foster family, resource family, or adoptive family); and
 2. At least one of the following criteria is present:
 - a. The CLIENT meets medical necessity criteria for Medi-Cal Specialty Mental Health Services, which is determined by a licensed mental health professional;

Exhibit B-1: Scope of Services

- b. The CLIENT is assessed as seriously emotionally disturbed as defined by WIC section 5600.3, or has been assessed as seriously emotionally disturbed through an Individualized Education Plan (IEP); and/or
 - c. The CLIENT is assessed as requiring the level of services provided by ISFC-PLUS in order to meet their behavioral or therapeutic needs. The Interagency Placement Committee (IPC) shall review the assessment and recommendation of the COUNTY placing agency pursuant to WIC section 706.6(b) for probation departments or WIC section 16501.1(d)(2) for child welfare agencies.
- B. If the CLIENT is placed into ISFC-Plus without a determination that the CLIENT meets medical necessity criteria for Medi-Cal Specialty Mental Health Services, there may be limited access to those services from ISFC-Plus, and limited access to those services when the CLIENT transitions from ISFC-Plus to another home-based family setting. In these circumstances, it is critical that all needed therapeutic interventions and services, including transitional services, are planned based on the recommendations of the Child and Family Team (CFT).
- C. Subject to the placement criteria above and to the requirements under WIC Section 11462.01, ISFC-Plus may have a specialized program to serve the unique needs of CLIENTS, including, but not limited to commercially sexually exploited children, juvenile sex offenders, CLIENTS who are affiliated with or impacted by a gang, dually diagnosed with substance use and behavioral health needs, or those qualified for care under a Regional Center. ISFC-Plus may also operate a specialized program serving voluntary placements if the CLIENT exhibits status offender behavior, when the parents or other relatives feel they cannot control the CLIENT's behavior, and short-term intervention is needed to transition the CLIENT back into the home.
- D. Eligible CLIENTS must be under the supervision of the County of Santa Clara, including residents who may be returning from out-of-county. They can be individuals or siblings, pregnant and/or parenting with children.
- E. CONTRACTOR shall provide the services to CLIENTS under "no eject, no reject" policy. As such, CONTRACTOR shall serve them regardless of actual or perceived race, ethnic group identification, ancestry, national origin, tribal affiliation, color, religion, sex, sexual orientation, gender identity and expression, mental or physical disability or HIV status. Additionally, CONTRACTOR shall provide the services to CLIENTS who may be most difficult to place as well as those who may:
 - 1. Have special health care needs as defined in Welfare and Institution Code (WIC) Section 17710(a) and in Chapter 8.8, Article 9, Subchapter 1, Section 88201(c)(3)(A) of the CDSS ILS for Foster Family Agencies (FFAs) with Specialized Resource Families;
 - 2. Be victims of commercial sexual exploitation;
 - 3. Have experienced physical, sexual and/or emotional abuse, neglect and/or other severe trauma;
 - 4. Have a history of multiple placement disruptions due to challenging behaviors like aggression or persistent violations resulting in placement termination;
 - 5. Have been or currently are involved in the criminal justice system and are currently on probation and/or parole; and
 - 6. Have been or are currently involved in gang activity/ affiliation.

Exhibit B-1: Scope of Services**IV. REFERRAL AND INTAKE PROCESS****A. Referral and Intake Process**

1. CONTRACTOR shall work with the COUNTY designee and/or DFCS Placement Units to assist children, youth, and non-minor dependents that are in need of a short-term therapeutic resource home due to their high needs.
2. CONTRACTOR shall not accept any CLIENT for placement without prior authorization from the COUNTY's Interagency Placement Committee (IPC) or COUNTY designee. The IPC or COUNTY designee shall have the sole discretion to determine the placement of eligible children in the ISFC-Plus Program. Prior to referral, all CLIENTS referred to the program shall have a completed assessment and Child and Family Team (CFT) meeting indicating the need for ISFC-Plus services.
3. CONTRACTOR shall be available for referral meetings from 8 a.m. to 6 p.m. Monday-Friday. COUNTY designee will set up the initial referral meeting with CONTRACTOR, to include CLIENT's primary Social Worker (CSW), SW Supervisor, Placement SW and Placement Supervisor, any service providers or additional programs assigned to CLIENT.
4. CONTRACTOR shall participate in an initial onboarding meeting and any subsequent placement transition meetings to help determine and identify the most appropriate ISFC-Plus caregiver for the CLIENTS, and exchange of important information to assess the specific needs of the CLIENT.
5. Upon identification of the RESOURCE PARENT, CONTRACTOR, RESOURCE PARENT and the treatment team shall participate in placement transition meetings until CLIENT is placed in the identified ISFC-Plus home. All placements in an ISFC-Plus home are approved through the IPC team to ensure the CLIENT is properly matched with the ISFC-Plus Program.
6. CONTRACTOR and COUNTY will work collaboratively when a CLIENT has been identified and in determining the suitability of the potential match and placement. Decisions made at the intake meeting must be in the best interest of the CLIENT. While decisions at the intake meeting will be made jointly, right of refusal of the CLIENT referral lies with COUNTY. CONTRACTOR and COUNTY or COUNTY designee must ensure that ISFC-Plus referrals are approved prior to placement of any CLIENT into the ISFC-Plus home.
7. CONTRACTOR shall collaborate with COUNTY to enhance placement capacity by being responsive and accepting referred CLIENTS for placement who meet the criteria of CONTRACTOR's Program Statement.
8. CONTRACTOR must consider all the information provided by COUNTY, the CFT and the IPC to determine if the ISFC-Plus placement can meet the referred CLIENT's needs.
9. If CONTRACTOR determines that a referred CLIENT does not meet their criteria, and ISFC-Plus is unable to meet the needs of the referred CLIENT, CONTRACTOR shall immediately notify the CSW, County Probation Officer (CPO), and DFCS and BHSD Program Coordinators, and provide an explanation in writing via email within two days of the initial referral meeting. CONTRACTOR shall document their assessment and determination in their files.
10. If CONTRACTOR is unable to meet the diverse needs of CLIENTS requiring the ISFC-Plus level of care, despite active efforts between CONTRACTOR and COUNTY and/or COUNTY designee to address barriers to placement, CONTRACTOR may be engaged by COUNTY to determine whether CONTRACTOR has demonstrated sufficient responsiveness, capacity, and experience

Exhibit B-1: Scope of Services

to satisfactorily meet COUNTY's needs.

11. CONTRACTOR shall comply with all COUNTY IPC protocols. Failure to adhere to the IPC protocols may result in corrective or remedial actions.

B. Health and Education Passport

1. If CONTRACTOR does not receive the CLIENT's Health and Education Passport (HEP) from the placing agency (DFCS or Juvenile Probation Department) within 30 days of initial placement or within 48 hours of a replacement, CONTRACTOR shall immediately report lack of receipt of the HEP to the CSW/CPO and DFCS Program Coordinator via email.
2. CONTRACTOR shall not be held responsible in an audit for failure to have documents that were in existence at the time of placement, but were not provided to CONTRACTOR by COUNTY.
3. CONTRACTOR shall provide the updated HEP to the CSW at the time a CLIENT departs from CONTRACTOR'S program. If the CSW is not present at the time of CLIENT's departure, CONTRACTOR shall provide the HEP within 48 hours to the CSW for DFCS or CPO for Probation.
4. CONTRACTOR shall update and be responsible for the HEP information only during the course of the placement.

C. Readmission of CLIENTS after Discharge from a Medical or Psychiatric Hospitalization

1. CONTRACTOR shall readmit any CLIENT after discharge from a medical or psychiatric hospitalization, unless:
 - a. CONTRACTOR, COUNTY designee, and CFT mutually agree that the CLIENT's readmission jeopardizes the health and safety of that CLIENT or others in the ISFC-Plus home; or
 - b. A mutual treatment decision is reached with CONTRACTOR, COUNTY designee, CFT, and CSW, not to return the CLIENT to the ISFC-Plus home.
2. CONTRACTOR shall participate in CFT meetings for CLIENTS in a psychiatric hospital when requested by COUNTY. CONTRACTOR shall collaborate with COUNTY or COUNTY designee and the CSW to discuss if a bed hold is necessary to determine if the CLIENT should return to the ISFC-Plus home. The bed hold shall not exceed the maximum number of days (14) allowed by the State. If it's beyond the allowable number of days, CONTRACTOR shall initiate a CFT to develop the appropriate plan of care.
3. ISFC + Services , as well as the ISFC + placement, may be terminated if it is determined to be no longer safe for either the CLIENT or RESOURCE PARENT. The determination must be a joint decision made by CONTRACTOR, DFCS, and BHSD.
4. COUNTY and CONTRACTOR mutually agree that the lack of stability in placement is harmful to CLIENTS and that the goal of this section is to maximize communication to lead to increased stability for CLIENTS. All reasonable efforts shall be made to stabilize a CLIENT's placement and to determine through the CFT process whether any additional services may be provided to the CLIENT without resorting to replacement.

V. SERVICE DESCRIPTION AND REQUIREMENTS

CONTRACTOR shall make services and supports available to CLIENTS either directly through the RESOURCE PARENT and/or Treatment Team or secured through formal agreements with other

Exhibit B-1: Scope of Services

agencies, which are trauma-informed and culturally relevant. All CLIENTS have a right to fair and equal access to the available services, placement, care, treatment, and benefits provided under this Contract.

A. ISFC-Plus Placement and Service Delivery Sites

1. CONTRACTOR shall provide a State-approved ISFC home, which shall serve as an ISFC-Plus unit that will house the CLIENT and the RESOURCE PARENT. CONTRACTOR must have a current and operable FFA License and duly approved ISFC Program Statement from the CDSS to continue delivering the services.
2. No more than one CLIENT shall be placed in an approved ISFC-Plus family home unless there is an assessment of the risk and compatibility of placing together two children who are emotionally disturbed or have a serious behavioral problem. The assessment must be made and agreed upon by CONTRACTOR, DFCS, and BHSD.
3. CONTRACTOR shall maintain the placement units pursuant to the following State laws, regulations and codes, and any subsequent amendments thereto:
 - a. California Manual of Policies and Procedures, Title 22, including:
 - i. Division 6, Chapter 1. (*General Licensing Requirements*), Chapter 4, (*Small Family Homes*), and Chapter 8.8 (*Foster Family Agencies*) for the Resource Home requirements;
 - ii. Division 6, Chapter 9.5, Subchapter 1, (*Resource Family Homes*) for Non-Minor Dependents; and
 - iii. Current State FFA Interim Licensing Standards for Continuum of Care Reform (CCR) Articles 9 and RFA Subchapter 1).
 - b. California WIC Section 18358 on Intensive Services Foster Care (ISFC) and all other Sections relevant to the provision of ISFC.
 - c. California WIC Section 18358 on Intensive Services Foster Care (ISFC) and all other Sections relevant to the provision of ISFC.
 - d. United States District Court, Central District of California, Case No. CV-02-05662 AHM (ShX), KATIE A. et. al. vs. LOS ANGELES COUNTY.
4. RESOURCE PARENTS shall not act as a conservator or representative payee under the approval of the Social Security Administration for CLIENTS they support. They shall not have custody or guardianship of the CLIENT.
5. CONTRACTOR shall request in writing approval from COUNTY a minimum of 30 days before terminating services at any of the approved ISFC-Plus homes and before commencing services at any other homes not previously approved in writing by COUNTY.
6. CONTRACTOR shall maintain an environment, indoors and outdoors, that is clean and free from hazards in accordance to the current Resource Family Approval Written Directives from the California Department of Social Services and Title 22, Division 6, Chapter 1, Sections 80087 and 80088. For two-story or more residences, CONTRACTOR shall have an exterior fire exit from the upper story in addition to the inside exit. In some cases, COUNTY can approve exit from a second-story window(s), if it is equipped with a properly located rollout ladder(s) stored in a locked cabinet with a breakout glass.

Exhibit B-1: Scope of Services

7. CONTRACTOR shall provide:
 - a. A home and yards that are safe, well-maintained, and appropriately furnished;
 - b. Age-appropriate environment;
 - c. A bedroom, or sufficient space in a shared bedroom, with a comfortable mattress in good condition and adequate space to store clothing and personal items;
 - d. An appropriate and well-lit space for studying;
 - e. Acceptable housekeeping; and
 - f. Safety gates and latches as applicable.
8. Disinfectants, cleaning solutions, poisons, firearms, and other items that could pose a danger, if readily available to CLIENTS, shall be stored where inaccessible to CLIENTS. Medicines shall be stored as specified in Section 80075(j) and (k) and separately from other items specified in Section 80087(g).
9. CONTRACTOR shall develop a Safety Plan and an Emergency Response Services plan for each facility to ensure the safety of the CLIENTS. CONTRACTOR shall train all staff and CLIENTS on policies and procedures, including an evacuation plan and conduct routine drills.

B. Supplemental Specialty Mental Health Services

1. CONTRACTOR shall support the ISFC-Plus Resource Parent with a treatment team comprised of clinician and counselor to provide the additional specialty mental health services to address serious emotional and behavioral challenges.
2. CONTRACTOR shall provide the supplemental specialty mental health services pursuant to the requirements set forth in the CONTRACTOR's Contract with the COUNTY's BHSD for ISFC-Plus. The contract's scope of work is attached to this Contract as Exhibit C: BHSD Scope of Work. CONTRACTOR must have a current and operable ISFC contract with the COUNTY to continue delivering the ISFC-Plus services. In the event of an amendment to CONTRACTOR's BHSD contract and its scope of work, the amendment shall control over Exhibit C.
3. CONTRACTOR shall comply with all of the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Medi-Cal SMHS service eligibility, delivery, and expectations outlined in that BHSD contract.
4. CONTRACTOR will comply with all State and COUNTY regulations and policies regarding the administration of medications to CLIENTS.
5. CONTRACTOR shall provide specialty mental health and additional treatment services for CLIENTS who meet medical necessity criteria for specialty mental health services under the Medi-Cal Early and Periodic Screening, Diagnosis, and Treatment program, as described in CONTRACTOR's separate contract with BHSD, the WIC Title 9, Section 1830.210, and to the extent that funding and services are available and as identified in the Needs and Services Plan (NSP), in collaboration with the CFT.
6. CONTRACTOR shall take all necessary steps to ensure that any CLIENT in its care with a known history of psychiatric problems (including hospitalizations) receives a psychiatric assessment within thirty days of admission, conducted by a psychiatrist credentialed by the Department of Mental Health, and submit, when able and in a HIPAA compliant manner, to the CSW the

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written results of such tests and any other pertinent mental health treatment records when obtained by CONTRACTOR.

7. For each psychotropic medication prescribed to a CLIENT, CONTRACTOR, in conjunction with the CSW, shall ensure that: 1) the prescribing physician submits a request and obtains court authorization; and 2) these requests and orders are renewed every six months or as instructed by the juvenile court in accordance with WIC 369.5.
8. Upon receipt from the CSW or physician, CONTRACTOR shall maintain copies of the court authorizations for psychotropic medications (JV-223 Order on Application for Psychotropic Medication) in the CLIENT's case record. CONTRACTOR shall incorporate into the treatment plan all psychotropic medication(s) the CLIENT receives per Foster Youth Rights and per Legal Rights of Teens in Out-of-Home Care.
9. CONTRACTOR shall educate and assist CLIENTS regarding psychotropic medication use in accordance to COUNTY and State policies, and document any pertinent observations of symptoms, medication side effects, etc. for the completion and submission of juvenile court forms JV-218 (Child's Opinion About the Medicine) and JV-219 (Statement about the Medication Prescribed). CONTRACTOR shall provide the JV-218 form to the CLIENT. Although use of the forms is optional, CONTRACTOR as part of educating the CLIENT, shall encourage completion of the form, which may be used to inform the court how the CLIENT feels about the use of psychotropic medication, effectiveness of the medicine, and any side effects of the medicine. If the CLIENT opts not to complete the JV-218 form, the CLIENT may send a letter to the Judge, confer with the judge at the hearing, or ask the CSW or Court Appointed Special Advocate (CASA), to tell the judge how they feel. Upon request from COUNTY, CONTRACTOR shall provide verbal responses to the questions in the JV-219 form.
10. If a client needs to move to a another ISFP+ home, CONTRACTOR shall follow the procedures for the transfer of psychotropic medication, as indicated in section B. CONTRACTOR shall ensure all documentation for the CLIENT's mental health, psychological and/or psychiatric evaluations, including hospitalizations, shall be maintained in the CLIENT's file as described in ILS Sections 87070 and 87070.1.
11. CONTRACTOR shall also assist in locating and referring CLIENTS (when needed or clinically indicated) to school-based mental health services, day rehabilitation, day treatment intensive, crisis stabilization, substance use treatment services, eating disorder specialty services, and therapeutic behavioral services, in collaboration with the CFT and whenever identified in the NSP, to be included as part of the treatment plan, and in accordance with the Core Services Matrix.

C. Resource Parents

1. CONTRACTOR shall recruit and train RESOURCE PARENTs who shall take on the role and functions of ISFC-Plus therapeutic resource parents in providing the necessary core services and supports that are identified in the individual needs and services plan.
2. The RESOURCE PARENTs, who may be couples or a single parent, shall be assigned to each referred CLIENT to provide a safe, consistent, and structured home environment for CLIENTS 24 hours a day, seven days a week. They shall utilize trauma-informed approaches to support youth in improving communication and emotional management skills. They shall also work with the treatment team in delivering the succeeding services designed to address behavioral and emotional needs of the youth.

Exhibit B-1: Scope of Services

3. CONTRACTOR shall develop and implement a specific resource parent support plan that includes respite care, or substitute caregiver, system for ISFC-Plus RESOURCE PARENTS that organizes and delivers regular and continuous opportunities for self-care and personal breaks throughout the time they are caring for ISFC-Plus CLIENTS in their home.

D. Child and Family Team (CFT)

1. CONTRACTOR shall hold CFT meetings a minimum of one time per month to collaborate with the CFT to decrease the length of time to achieve permanency through the strengthening of family engagement and cross-agency networks of services and supports.
2. The CFT process shall be a solution-focused approach meant to draw on the family's history of protection and ability to solve problems. The process assists families to develop their vision for their future and assists them in gathering a formal and informal support network that will be available to them after termination of formal services.
3. The CFT process shall be aligned with the values of the State's Integrated Core Practice Model (ICPM). The ICPM and the CFT process shall be family-centered in identifying and determining the following:
 - a. Family's strengths and underlying needs;
 - b. Collaborative case planning;
 - c. Decision making; and
 - d. Consideration of the long-term success of the family.
4. CONTRACTOR shall ensure participation in the CFT by any staff identified by CONTRACTOR who has participated in the CLIENT's treatment plan, including individuals who participate in the CLIENT's education.
5. The CFT process shall continue the process of engagement with the family, CLIENT, and/or direct care staff, and provide a process for transparent communication to ensure services are well coordinated in collaboration with service providers.
6. For further guidance on the CFT process, CONTRACTOR shall refer to COUNTY's policy on CFTs. CONTRACTOR shall also follow the CFT guidelines as described in WIC Section 16501(a)(4) and as described in the California Department of Social Services (CDSS) All County Letter No. 16-84, and any subsequent changes thereto.

E. ISFC-Plus Treatment Team

1. CONTRACTOR shall provide a treatment team to assist the RESOURCE PARENT and the CLIENT. The treatment team shall be led by CONTRACTOR's clinician, designated staff, or mental health professional who is in charge of developing CLIENT's treatment plan using tools approved by COUNTY or the State.
2. In consultation with the CFT, the RESOURCE PARENT and treatment team will define how every adult in contact with a CLIENT will intervene to help the CLIENT overcome the problems and achieve the goals specified in the NSP. The purpose of the treatment team is to assist the RESOURCE PARENT in coordinating the NSP so that each adult in contact with the CLIENT fully understands the plan, their part in it, and the nature of their intervention with the CLIENT.

Exhibit B-1: Scope of Services**F. School Placement**

1. CONTRACTOR shall collaborate with the CSW to ensure stable school placement for the CLIENT in accordance with WIC Section 16501.1(d)(1), (4), and (g)(8)(B).
2. CONTRACTOR shall also collaborate with the CSW and the pertinent educational institution in accordance with EDC Section 48850(a) and (b).
3. CONTRACTOR, in collaboration with the CFT, shall make every effort to maintain CLIENTS in their school of origin, if in the best interest of the CLIENT, as determined by the CLIENT's educational rights holder, in accordance with EDC Sections 48853.5(e)(1)-(4), 48853.5(d)(1 and 2), and 48853.5(d)(4)(A).
4. CONTRACTOR shall transport CLIENTS to their school of origin or utilize alternate systems for transportation put in place by DFCS and/or school districts.
5. If the educational rights holder has made a determination that it is in the best interest of the CLIENT to transfer from their school of origin, CONTRACTOR shall immediately enroll the CLIENT in their local school in accordance with EDC, Section 48853.5(f)(8)(B).
6. CONTRACTOR shall work collaboratively with the CLIENT's Educational Manager.

G. Immunization and Routine Health Care Services

1. CONTRACTOR shall ensure the immunization and routine health care of CLIENTS in accordance with the Child Health Disability Prevention (CHDP) Program.
2. CONTRACTOR shall, to the extent possible, utilize a CHDP provider doctor/dentist, who does CHDP equivalent exams and performs the initial medical/dental assessment, care, and follow through, in accordance to CHDP Program Policy No. 0600-506.10.
3. CONTRACTOR shall follow Medical/Dental Exams Periodicity Schedule for CLIENTS. If CONTRACTOR needs assistance in locating a CHDP provider doctor/dentist or one who does equivalent exam/services, CONTRACTOR may 1) visit the COUNTY CHDP website: <https://www.sccgov.org/sites/phd/hi/ChildrensHealth/chdp/>; 2) contact the CLIENT's Child Social Worker (CSW), or 3) contact the COUNTY Public Health Nurse at 1 (800) 689-6669.
4. CONTRACTOR shall ensure CLIENTs have access and receive sexual and reproductive health services, as requested by CLIENT. CONTRACTOR shall also ensure the confidentiality rights of CLIENTs pertaining to their sexual and reproductive health care and their related sexual and reproductive health rights are respected and protected in accordance to ACL No. 18-62. This includes the right to receive sexual and reproductive health services in a timely manner and from the provider of their choice, if payment is authorized under applicable Medicaid law.
5. CONTRACTOR shall utilize the Medi-Cal program for all eligible medical and dental care costs for CLIENTS. To the extent reimbursed by Medi-Cal or private insurance or otherwise reimbursed by COUNTY, CONTRACTOR shall ensure that each CLIENT receives routine physical and dental exams, any needed medical or dental care, and information and instructions on any on-going medical or dental treatment or medications needed within the three-month period prior to the CLIENT turning 18 years old.
6. If a CLIENT does not have valid proof of Medi-Cal coverage, CONTRACTOR shall immediately contact the Foster Care Hotline (800-697-4444) and notify the CSW. For any services not eligible for Medi-Cal reimbursement and not covered by private insurance, CONTRACTOR

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shall, to the extent feasible, obtain medical or dental care services for the CLIENT through a COUNTY or COUNTY contracted facility.

7. For any non-emergency services not eligible for Medi-Cal reimbursement, not covered by private insurance, and not obtainable at a COUNTY or COUNTY contracted facility, CONTRACTOR must request prior written approval from the CSW or the CSW's Supervisor. If the CSW does not respond to CONTRACTOR's written request within three (3) business days, CONTRACTOR shall attempt to contact the CSW's Supervisor. CONTRACTOR shall maintain written documentation of attempts to obtain said written approval.
8. CONTRACTOR shall ensure that the resource parent(s) administer all prescription and nonprescription medication in accordance with Title 22, Division 6, Chapter 1, Section 80075 and Section 87075. CONTRACTOR shall record the type, date, and time of all prescription and non-prescription medication administered to the CLIENT.
9. CONTRACTOR shall provide all necessary instructions to the person responsible for the care of the CLIENT when the CLIENT is away from the ISFC-PLUS home for visits in order for the CLIENT to remain medication compliant as prescribed by a physician. CONTRACTOR shall encourage the person responsible for the care of the CLIENT to maintain a record of the date and time of all prescription and nonprescription medication administered to the CLIENT.
10. CONTRACTOR shall maintain a record of the parties responsible for providing the CLIENT medication when the CLIENT is away from the ISFC-PLUS during visits.
11. In accordance with Title 22, Division 6, Chapter 1, Section 80087(h), medicine shall be stored as specified in Section 80075(k) and kept as separately from other items specified in Section 80087(g). The items specified in Section 80087(g) shall not be stored in food storage areas or in storage areas used by or for clients.
12. CONTRACTORS shall provide and respect private storage space and personal belongings of the CLIENT as it relates to their sexual and reproductive health care, including storage of birth control, in accordance with WIC 16001.9 (a)(18).
13. CONTRACTOR shall file and maintain copies of updated relevant records in the Health and Education Passport (HEP) or the equivalent when received from COUNTY, in accordance to WIC Section 16010.

H. Extracurricular, Enrichment, Cultural, and Social Activities Services

1. CONTRACTOR shall apply the reasonable and prudent parent standard when making decisions about allowing CLIENTS's participation in age and developmentally appropriate cultural, extracurricular, enrichment, and social activities, as described in WIC 362.05 and ACL-16-31.
2. CONTRACTOR shall provide opportunities to encourage the development of the CLIENT's cultural awareness. CONTRACTOR shall also provide opportunities to develop social consciousness by teaching CLIENTS the difference between right and wrong, self-control, compassion, morals, integrity, patience, respect, responsibility, etc. CONTRACTOR shall encourage and allow CLIENTS to participate in activities in which they have an interest such as dance, art, sports, and music.
3. CONTRACTOR shall create a home-like, child-friendly environment and encourage each CLIENT to personalize their bedroom.

Exhibit B-1: Scope of Services**VI. RESOURCE PARENT RESPITE**

- A. CONTRACTOR shall provide RESOURCE PARENTs with regular and scheduled respite. CONTRACTOR shall ensure that services are not disrupted during the scheduled respite of the RESOURCE PARENTs.
- B. CONTRACTOR shall develop and implement a specific resource parent support plan that includes a respite care, or substitute caregiver, system for RESOURCE PARENTs that organizes and delivers regular and continuous opportunities for self-care and personal breaks throughout the time they are caring for CLIENTs in their home. CONTRACTOR shall encourage resource parents to avail of respite to allow restorative time for rest and renewal and avoid burning out from service.
- C. CONTRACTOR shall ensure that the ISFC-Plus treatment team documents an appropriate respite plan and implementation strategies for each CLIENT and RESOURCE PARENT within the first 30 days of placement in preparation for the healthy and emotionally supportive respite or substitute caregiver option. The documentation shall be in the initial Needs and Services Plan or in the case file. The respite plan shall also be reviewed by the CLIENT, ISFC-Plus treatment team, and the CFT on a quarterly basis or more often if needed and documented in the case file or Quarterly Report. The respite plan shall be in compliance with the State and County respite guidelines.
- D. CONTRACTOR may designate one of its ISFC-Plus Resource Homes as a Respite Home where CLIENT can be placed temporarily during respite care under substitute RESOURCE PARENTs. CONTRACTOR shall not be allowed to use any other facilities, including those belonging to the County, as temporary placement for children or youth during respite care.

VII. SAFETY RESPONSE, PLANNING, AND NOTIFICATIONS

- A. CONTRACTOR'S ISFC-Plus staff and RESOURCE PARENTS shall be trained to implement safety and preventive measures to respond to any self-harming and/or other behaviors that pose risk to the CLIENTs or others. If, after all relevant safety and preventive measures have been exhausted and the placed CLIENTs need an emergency psychiatric assessment for acute psychiatric hospitalization, or exhibit escalating behaviors indicating danger to self or others, CONTRACTOR shall contact the Mobile Response provider and/or 911 if the behaviors demonstrate immediate danger and safety. ISFC-Plus staff are to immediately notify the CSW/CPO, BHSD, ISFC-Plus Program Manager, and DFCS SSPMI, Placement Manager and SSPMII, COC Division Manager.
- B. CONTRACTOR shall ensure that the ISFC-Plus staff or other relevant administrator, notify the CSW/CPO, BHSD Program Administrator, or designees, and County Designee (SSPMI) via email within one (1) business day for all incidents that indicate a sign of threat or continued risk to the physical or mental health status of the ISFC-Plus CLIENTs, including all such incidents that require a Critical Incident Report, as outlined in the following section.
- C. In the event of an emergency, CONTRACTOR may move the placed CLIENT to another ISFC-Plus Resource Home or ISFC-Plus Respite Home of the CONTRACTOR without prior authorization from the CSW/CPO. For the purposes of this paragraph, an emergency is defined as any situation that threatens the health and safety of the placed CLIENTs or others in the Resource Home. In the event of an emergency replacement, CONTRACTOR shall make every effort to keep the CLIENTs in the same school.
- D. CONTRACTOR shall notify the County Designee, CSW/CPO and the BHSD ISFC-Plus Program

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Manager County or designee regarding the emergency replacement. Notification shall be made as soon as possible but no later than 24 hours after the placed CLIENT is moved.

- E. After business hours emergency replacement, CONTRACTOR shall contact the Placement Division Manager with a follow-up email to the IPC, CSW/CPO, and the BHSD ISFC-Plus Program Manager before the end of the next business day.
- F. CONTRACTOR shall discuss the situation that led to the emergency replacement with the CSW/CPO or designee and document the conversation and decision in the respective case file. A CFT Meeting will be held as soon as possible after the incident to provide or update a safety plan.
- G. CONTRACTOR shall comply with the following when CLIENTS are referred to a psychiatric hospital:
 - 1. Notify the CSW/CPO, County Designee, and the BHSD ISFC-Plus Program Manager as soon as possible, but not later than the next business day and complete a critical incident report;
 - 2. Participate in case conferences, hospital discharge conference and/or the CFT meetings for the placed CLIENTS referred to a psychiatric hospital;
 - 3. Continue to provide the services to the extent possible to the placed CLIENTS during the hospitalization;
 - 4. Ensure the ISFC-Plus RESOURCE PARENT or the ISFC-Plus staff visit the CLIENTS during the hospitalization and/or maintain contact by telephone unless otherwise directed by the hospital medical staff;
 - 5. Keep the ISFC-Plus bed open for no more than 14 days; however, if the 14-day bed hold expires, CONTRACTOR shall collaborate with the County Designee, IPC, CSW/CPO and BHSD ISFC-Plus Program Manager to either extend the hold or close the placement and re-open it when the CLIENTS returns; and
 - 6. Allow a CLIENT to return to the program following a hospitalization discharge up to 2 weeks from the hospital entry and initiate a CFT meeting within 24 hours of their return to the home. Exceptions to the above re-admission rules are allowed only when the CFT, including the CSW/CPO, decides not to return the CLIENT to the ISFC-Plus Resource Home; or CONTRACTOR, County Designee, and the CSW/CPO mutually agree that the re-admission jeopardizes the immediate health and safety of the CLIENTS or others in the home. In both cases, CONTRACTOR shall immediately notify County Designee, the BHSD Program Administrator or designee of the decision not to re-admit by telephone and follow up with an electronic mail message by the end of the next business day. In both cases, CONTRACTOR shall also assist in finding a new caregiver and placement within its licensed programs.
- H. To ensure that diligent effort has been made to address barriers to less restrictive or permanent home-based family placement and that the ISFC-Plus placement continues to be necessary, CONTRACTOR shall conduct case plan documentation pursuant to WIC section 361.2(e)(9) for child welfare agencies and WIC section 727(a)(4)(E) for probation departments. For an extension of an ISFC-Plus placement, a CFT meeting will be held to discuss appropriateness of requesting an extension for continued treatment/services. If team agrees an extension would be appropriate and that the child/youth would benefit from additional services within the ISFC+ program, CSW/CPO will submit a Specialized Home Extension Request that must be approved by IPC,

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Placement Manager, and DFCS Director's Office. The case plan for a child placed in an ISFC-Plus placement with a granted extension must document the following:

1. The placement is for the purposes of providing short-term, specialized and intensive treatment;
2. The need for, nature of, and anticipated duration of this treatment;
3. The plan for transitioning the CLIENT to a less restrictive environment; and,
4. The projected timeline the CLIENT will be transitioned to a less restrictive or permanent environment.

VIII. ADDITIONAL SERVICE REQUIREMENTS

CONTRACTOR shall likewise comply with the following requirements when delivering and providing the above services:

A. Public Health Emergency

CONTRACTOR shall develop and implement public health emergency protocols and procedures pursuant to the guidelines issued by appropriate agencies, such as the County Health Officer, CDC, FEMA, or others, as applicable. Such protocols and procedures must be followed in order to protect staff and clients for service delivery during a public health emergency or other emergency disasters, including but not limited to an outbreak of a pandemic, such as but not limited to COVID-19.

B. Discharge Planning Requirements

1. CONTRACTOR shall agree that the primary goal of the Continuum of Care Reform and the ISFC-Plus program is predicated on the belief that home-based and short-term therapeutic intervention is best used when necessary until the CLIENT is able to transition to a less restrictive home-based family setting. CONTRACTOR shall agree to seek and maintain stability of CLIENTS in ISFC-Plus placement so that they can successfully reach stabilization, no longer require intensive supervision or mental health interventions, and transition to a permanent home setting. The goal shall be to maximize communication in the transition plan of placed CLIENTS.
2. CONTRACTOR shall make all reasonable efforts to stabilize the placement and, when appropriate, to consult with the DFCS and BHSD Program Coordinators or designees, CSW, and IPC whether additional services may be necessary.
3. CONTRACTOR shall notify the County designee, CSW/CPO and BHSD ISFC-Plus Program Manager or designee via electronic mail within three business days of an issue that may lead to replacement. CONTRACTOR shall convene or participate in a case conference or CFT meeting to determine whether the CLIENT placement may be stabilized and/or additional services may be provided without removing them from the ISFC-Plus Resource Home.
4. CONTRACTOR shall contact BHSD Program Administrator or designee to arrange a consultation after the case conference or CFT meeting to discuss the outcome and any updates to the treatment and/or crisis intervention plan.
5. CONTRACTOR shall document efforts to stabilize and maintain the CLIENTS in placement, including but not limited to existing and additional mental health services, daily

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resource parent support telephone check-ins, and in-home crisis stabilization services, in advance of any anticipated replacement. CONTRACTOR shall ensure that the RESOURCE FAMILY will participate in any mental health services determined necessary by the treatment team.

6. When all alternatives have been exhausted, CONTRACTOR shall provide a notice of intent to discharge the CLIENT to the County Designee, CSW/CPO, and BHSD ISFC-Plus Program Manager no less than fourteen (14) days prior to the anticipated discharge date, unless it is agreed upon at the case conference that less notice is necessary due to an immediate threat to the health and safety of the placed CLIENT or others. The notice will be sent to CSW/CPO through an email communication or stated during CFT, meeting, etc.
7. Prior to discharging a placed CLIENT, CONTRACTOR shall notify the COUNTY Designee with intent to discharge via electronic mail. CONTRACTOR shall also make direct contact with the CSW, CPO, and the BHSD ISFC-Plus Program Manager regarding the intent to discharge. If the assigned contacts are not responsive to requests to grant authorization or unreasonably delay authorization for the CONTRACTOR to move a placed CLIENT from one home to another, CONTRACTOR shall escalate the request to the attention of the Supervisors or Program Managers of the Placement Units, CSW, CPO, and BHSD Program Administrator.
8. CONTRACTOR shall monitor and ensure that mental health transitional and/or after-care services are delivered to the CLIENT until a planned transition to other mental health services have begun pursuant to BHSD contract provision. CONTRACTOR shall arrange a consultation with BHSD to identify alternative mental health services whenever possible.
9. When a CLIENT is discharged, CONTRACTOR shall ensure that the CLIENT's clothing and personal belongings accompany the CLIENT to the next placement. If the CLIENT leaves the placement without permission and their whereabouts are unknown, CONTRACTOR shall gather the CLIENT's belongings and notify the CSW that the belongings are at the ISFC-PLUS site. If the CSW does not pick-up the belongings, CONTRACTOR shall store them for up to ten (10) calendar days from the date of notification. After ten (10) days, CONTRACTOR shall contact and inform the CSW that the belongings will be mailed to the CSW or their supervisor at COUNTY's expense unless an alternate plan is agreed upon.
10. For CLIENTs under the care and custody of Probation, CONTRACTOR shall hold clothing and personal belongings for up to 30 days and make diligent efforts to contact parents or guardians to pick them up.
11. CLIENT's personal belongings during transition should not be placed in garbage bags and should instead be placed in a suitcase or duffel bag.

C. Staffing Requirements

1. CONTRACTOR shall recruit, train, and utilize the staff for the ISFC-Plus Program pursuant to the staff classifications, staffing level, qualifications, training, and other requirements of the CONTRACTOR's Contract with COUNTY for ISFC. CONTRACTOR shall ensure its ISFC-plus staff meets the State's ISFC qualifications, training, and duty requirements as outlined in WIC 18358 or other statutes relevant to ISFC, as well as County Foster Family Agency Master Contract requirements where they are more restrictive than those of the State ISFC regulations. For any waivers or exceptions to these requirements that are allowed by state regulation, CONTRACTOR shall submit a request for such approval to DFCS before allowing the staff in question to begin delivering the service.

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2. CONTRACTOR shall recruit, train, and utilize the staff for specialty mental health services pursuant to CONTRACTOR's contract with BHSD for ISFC-Plus. CONTRACTOR shall also comply with the California Children, Youth and Families Integrated Core Practice Model (ICPM), the Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), and professional standards of practice as directed by BHSD.
3. CONTRACTOR shall recruit, train, and utilize the staff for specialty mental health services pursuant to CONTRACTOR's contract with BHSD for ISFC-Plus. CONTRACTOR shall also comply with the State Pathways to Mental Health Medi-Cal Manual for ICC, IHBS, and professional standards of practice as directed by BHSD.
4. For any ISFC-Plus staff that provide mental health services billable to Medi-Cal, CONTRACTOR shall ensure services are clearly recorded in the appropriate mental health records of the CLIENTS to indicate the time and duration of delivery of each type of service per BHSD standards and ensure a summary of these services within Health Insurance Portability and Accountability Act (HIPAA) requirements are also recorded in the social worker records for the CLIENT.
5. CONTRACTOR shall ensure that ISFC-Plus staff meet the following general qualifications:
 - a. Staff must have the ability to engage with families, accurately assess family needs, develop a family case/treatment plan, secure resources and services to help the family achieve the goals of the case/treatment plan, and have an understanding of the developmental needs of children.
 - b. Staff must demonstrate knowledge of the cultural, religious, regional, ethnic, social, linguistic, gender and sexual orientation needs of the community being served and have a strong knowledge of community resources.
 - c. Staff will receive close, high quality supervision utilizing reflective practice principles. Managers/Supervisors will meet with staff on a weekly basis to review cases and provide case consultation.
 - d. CONTRACTOR shall strive to have a majority of staff be bilingual/bicultural and fluent in English, Spanish, or Vietnamese. Additionally, staff should have the ability to utilize language translation services as needed to serve all languages.
 - e. Staff will be required to complete a security clearance process that includes a child abuse clearance, criminal background check via Live Scan fingerprinting, and a DFCS child abuse history and review/evaluation. The County/DFCS maintains the right to pre-approve and disqualify staff assigned to the contract.

D. Program Reporting Requirements**1. Critical Incident and Other Reporting Requirements**

- a. CONTRACTOR shall comply with all the reporting requirements as set forth in its Contract with COUNTY for ISFC and Contract with BHSD for ISFC-Plus.
- b. The CONTRACTOR shall report and document all major and/or sensitive incidents ("critical incidents") to the County pursuant to the procedures and timing outlined below. The County, in its sole discretion, may require the CONTRACTOR to conduct all necessary follow-up after reporting critical incidents. If there is any doubt about whether

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an incident should be reported, the default shall be for the CONTRACTOR to report the incident to the County.

- c. A “critical incident” generally refers to an unanticipated and unusual event or occurrence which (1) impacts or poses a risk to the health or safety of the CLIENTS, if any, and/or CONTRACTOR’s staff; or (2) represents a significant deviation from the standard of care for the CLIENTS, if any, served by the CONTRACTOR. Critical incidents include, but are not limited to the following allegations and/or events:
 - i. Boundary violation (e.g., inappropriate contact/communication/or other interaction between a service provider and CLIENTS, if any, served by the CONTRACTOR);
 - ii. Sexual assault or misconduct;
 - iii. Physical, psychological, or emotional abuse or neglect;
 - iv. Attempted suicide;
 - v. Death, child fatality or near fatality;
 - vi. Serious injury or death related to the services provided under the contract;
 - vii. Serious injury or death of any person on property owned, leased, or operated by the CONTRACTOR, including but not limited to facilities, parks, sidewalks, roads, and parks;
 - viii. Serious damage to the property of another related to the services provided by the CONTRACTOR under this Agreement;
 - ix. Event requiring significant medical intervention (e.g., emergency medical services, inpatient stay, complications from psychotropic medication regimen, overdose, 5150);
 - x. Notice that the District Attorney’s Office will or has filed a criminal charge against CLIENTS and their child(ren), if any, served by the CONTRACTOR;
 - xi. Notice that the District Attorney’s Office will or has filed a criminal charge against any staff member of CONTRACTOR;
 - xii. Use of or possession of a weapon by CLIENTS and their child(ren), if any, served by the CONTRACTOR or by CONTRACTOR’s staff;
 - xiii. Any phone calls made to 911 or law enforcement;
 - xiv. Criminal conduct involving CONTRACTOR personnel;
 - xv. Any other incident outside the realm of normal events that may have an adverse effect on the client, or the integrity and operation of the program;
 - xvi. Any event that has a significant possibility of resulting in a claim or lawsuit against the CONTRACTOR that is related to this Agreement; and
 - xvii. Any event that has a possibility of receiving public or media attention.
- d. When the CONTRACTOR, or an employee or agent of the CONTRACTOR, knows or has reason to believe that a critical incident has occurred or may have occurred, the CONTRACTOR must notify IPC and DFCS as soon as possible but no later than twenty-

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four (24) hours from when the incident occurred. The CONTRACTOR must include the following information in all incident reports: name and contact information of the submitting individual; name and email address of the best contact for immediate access to a CONTRACTOR staff member who can answer questions regarding the incident; an indication of whether press coverage is likely; an incident description that includes the events that took place, the date, time, and location of the incident; the names and job titles of CONTRACTOR personnel involved in the incident; and a description of any action taken in response to the incident.

2. Child Abuse and Neglect Reporting

- a. All CONTRACTOR employees are mandated reporters of child abuse and neglect per Penal Code, Section 11165.7. Child abuse and neglect in out-of-home care are defined in Section 11165.5. CONTRACTOR shall report all suspected child abuse and neglect immediately upon discovery for all CLIENTS to the COUNTY's Child Abuse and Neglect Center Hotline 1-833-SCC-KIDS (833-722-5437), the DFCS and BHSD Program Coordinators, CSW, and CPO for CLIENTS under Probation.
- b. CONTRACTOR agrees that the safety of the CLIENT will always be the first priority. To ensure the safety of the CLIENTS, CONTRACTOR will train staff to report, immediately, upon discovery, whenever CONTRACTOR reasonably suspects that a CLIENT has been a victim of abuse and/or is in danger of future abuse. CONTRACTOR will remain with the CLIENT if imminent risk is present. CONTRACTOR and CONTRACTOR's staff shall report any concerns of abuse/neglect to the California Department of Social Services' Community Care Licensing Division (CCLD).
- c. CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Penal Code Section 11166. This responsibility shall include:
 - i. A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code Section 11165.7, to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them; and
 - ii. To the extent possible and reasonable, CONTRACTOR will educate employees, consultants or agents who are not mandated reporters of child abuse, as defined in Penal Code Section 11166, on procedures for reporting any reasonable suspicion of child abuse.

3. Missing from Care and CLIENT Abduction Procedures and Reporting

- a. CONTRACTOR shall comply with the runaway plan in accordance with their ISFC-Plus program statement.
- b. CONTRACTOR shall keep the contact information of the nearest law enforcement agency on hand and contact them immediately to file a Missing Persons' Report if a CLIENT is absent from placement for 2 hours, unless there is concern about the CLIENT's immediate safety or history of unsafe behaviors that may put that the CLIENT at risk of harm, then CONTRACTOR would report immediately. Photographs may be released to law enforcement only in an effort to expedite locating missing CLIENTS. Identifying information for law enforcement shall only include a photograph of the CLIENT, description of clothing when last seen, date of birth, last location of the CLIENT, and any

Exhibit B-1: Scope of Services

distinguishing marks or tattoos. CONTRACTOR shall inform law enforcement that photographs and other personal identifying information which includes the CLIENT's social security number shall not be posted in any communities and document the discussion with law enforcement in the Missing Person's Report.

- c. CONTRACTOR must get a report number, the name of the person taking the report, follow up by getting a copy of the report, and document all efforts. All efforts to locate the CLIENT shall be documented and any documentation related to the missing CLIENT must be maintained in the CLIENT's records.
- d. CONTRACTOR shall submit the Missing Person's Report and reporting number to the CSW by the next day after the incident, or as soon as the report is made available by the law enforcement agency.
- e. CONTRACTOR shall call the CSW and their supervisor upon discovery of a CLIENT absent from placement without permission. For CLIENTS under the supervision of Probation, CONTRACTOR shall call the CPO. For after hours or weekend, or if the CSW or the supervisor are not reachable, CONTRACTOR shall call the COUNTY's Child Abuse and Neglect Center Hotline 1-833-SCC-KIDS (833-722-5437). CONTRACTOR shall provide the CSW with any known information about the CLIENT's neighbors, friends, school officials, and family members.
- f. COUNTY staff will need detailed information, such as but not limited to:
 - i. Who did the CLIENT leave the home with?
 - ii. Did someone pick up the CLIENT or did they leave on foot?
 - iii. Which direction did the CLIENT go?
 - iv. Was there a parent or relative involved?
 - v. What was the CLIENT's state of mind – angry, depressed?
 - vi. What was the CLIENT wearing?
 - vii. For CLIENTS with a history of or at risk of Commercial Sexual Exploitation, CONTRACTOR shall document and report to the CSW any of the following:
 - 1) CLIENT exhibits behaviors or otherwise indicates that they are being controlled or groomed by another person;
 - 2) CLIENT spends time with people known to be involved in commercial sex; and
 - 3) CLIENT's use of internet, cell phone, or social media involves social or sexual behavior that is atypical of their age.
- g. CONTRACTOR shall likewise document and indicate if the CLIENT fits any of the following descriptions:
 - i. CLIENT has a history of running away, unstable housing, including multiple foster care placements, or periods of homelessness including couch surfing;
 - ii. CLIENT has had prior involvement with law enforcement or the juvenile justice system;
 - iii. CLIENT is frequently truant;

Exhibit B-1: Scope of Services

- iv. CLIENT's relationships are concerning, placing them at risk or of exploitation; and
- v. CLIENT has a history of substance abuse, specifically narcotics, opiates, crack/cocaine, or amphetamines.
- h. CONTRACTOR shall maintain important numbers to have on hand: CSW, CSW's Supervisor, CPO, COUNTY's Child Abuse and Neglect Center Hotline 1-833-SCC-KIDS (833-722-5437), and the closest law enforcement agency
- i. CONTRACTOR shall report a CLIENT abduction or runaway by completing a Critical Incident Report. CONTRACTOR shall cross report to CCLD, the DFCS and BHSD Program Coordinators, and to the CSW. The report shall include the time and date of the abduction or the runaway CLIENT was last seen and any significant details leading to the incident.
- j. CONTRACTOR shall keep all the copies of reports and documentation for at least six (6) months.

4. Program Changes Reporting

- a. CONTRACTOR shall notify COUNTY of any and all updates and/or changes to the agency, vacancy information, and facility changes (additional sites and relocations) to DFCS and BHSD program Designees-
- b. Any changes or addendums CONTRACTOR makes to the Plan of Operation and Program Statement must be submitted to COUNTY and CCLD for approval. Changes may not be implemented until written approval from COUNTY is received. CONTRACTOR shall allow for sixty (60) days for COUNTY approval.
- c. COUNTY may request that CONTRACTOR make revisions to its Plan of Operation and Program Statement by notifying CONTRACTOR in writing, thirty (30) days in advance, of any proposed changes.

IX. DATA COLLECTION AND PERFORMANCE MEASUREMENT REQUIREMENTS

- A. CONTRACTOR shall develop and implement a continuous quality improvement plan, which shall include internal controls and monitoring that comply with this Contract and the Office of Management and Budget (OMB) Super-Circular.
- B. Throughout the term of this Contract, COUNTY will monitor CONTRACTOR's performance. Any failure by CONTRACTOR to comply with the terms of this Contract, including any failure to meet the performance targets described on each Performance Outcome Summary which follows, may result in COUNTY's corrective actions or other remedies specified in the Contract.

X. HANDLING OF CLIENT INFORMATION

- A. Sharing of specific client information during referral and service delivery will be limited to those that DFCS is authorized to share, and the requirements set forth by BHSD. CONTRACTOR will be required to comply with state and federal laws governing the sharing of confidential information, in addition to COUNTY's general provisions on confidentiality in handling such information.
- B. In situations where the sharing of client information is governed by a standing order or other order issued by the Superior Court of California, County of Santa Clara or another court having jurisdiction, CONTRACTOR will also be required to comply with the provisions of the order. Unless

Exhibit B-1: Scope of Services

expressly authorized by court order, or permitted under applicable state laws, re-disclosure, by CONTRACTOR, of specific client information will be prohibited.

XI. CULTURAL SENSITIVITY

- A. CONTRACTOR will participate in and provide access to a network of culturally sensitive services. Cultural sensitivity services are defined as those that are responsive to the ethnic, racial, religious, regional, social, linguistic, gender and sexual orientation needs of the family and child.
- B. CONTRACTOR will maintain a sufficient level of culturally sensitive staff who are aware that differences exist between cultures, but do not assign value to the differences (*better or worse, right or wrong*), to effectively carry out program activities. Staffing must reflect the culturally diverse ethnic, racial, religious, regional, social, linguistic, gender and sexual orientation characteristics of the clients served.
- C. CONTRACTOR must serve and be deeply embedded in the community in Santa Clara County. "Deeply embedded" is defined as having the knowledge of the community being served and the ability to quickly link the target population to both informal and formal support networks that are culturally sensitive to the family's own community.
- D. CONTRACTOR must maintain a high proficiency level to serve all populations and serve as the cultural sensitivity expert for working with diverse racial and ethnic populations in Santa Clara County. This includes the unique needs of immigrant families; youthful parents; parents struggling with mental health, developmental delays, substance abuse issues and/or battling domestic violence; and those parents who have children 0 to 18 years of age with behavioral, medical, developmental, or mental health concerns.
- E. Language abilities must include, but are not limited to, English, Spanish, Vietnamese, and American Sign Language. CONTRACTOR should have the ability to utilize language translation services as needed to serve all languages.
- F. Additionally, to improve the care and services to Lesbian, Gay, Bisexual, Transgender, Questioning and Intersex (LGBTQI) children, youth and families, CONTRACTOR will ensure service delivery in a manner that promotes the healthy development of SOGIE (Sexual Orientation & Gender Identity and Expression). A healthy development of SOGIE is universal, normative, and essential to well-being.

Santa Clara County
Social Services Agency

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Exhibit D-3: Staffing Plan
Page 1 of 4

Contractor:	Seneca Family of Agencies
Contract Period:	July 1, 2023 - June 30, 2024
Program:	ISFC PLUS Program

Provide the following information for each staff member who would be assigned to fulfill the terms of contract.

#	Job Title	Activities Staff Person Will Perform	Education, Experience, and Qualifications	Language and Cultural Competence
1	Regional Executive Leadership	<ul style="list-style-type: none">• Provides executive level programmatic, clinical, and fiscal oversight to the Santa Clara region.• Supports decision-making, directs the planning and implementation of new programs, provides supervision and evaluation of all program leaders, and develops and maintains direct relationships with county and community partners.	<p>Regional Leadership has extensive experience leading the advancement and implementation of excellent services for youth and families through:</p> <ul style="list-style-type: none">• Ensuring fiscal viability and program sustainability.• Managing and analyzing in-depth outcomes data and service delivery effectiveness to inform service provision.• Informing and promoting innovative local, state and national policies that transform services for children and families.• Providing clinical leadership, guidance, advocacy, training, and consultation to program directors, clinical supervisors, leadership, direct care staff, and partners across Santa Clara County.• Promoting increased safety and effective treatment driven by client and family voice, and accurate and thorough clinical documentation• Defining and supporting the implementation of professional development and staff engagement activities that support equitable hiring/promotion practices, minimize turnover, and sustain and strengthen staff morale.	<ul style="list-style-type: none">• Support the development of regional and program DEI groups and trainings• Experience working within diverse populations• Demonstrated ability to work in diverse teams and facilitate collaborative processes
2	Program Director	Oversees the daily operations of a specific program(s), including effective and quality implementation services, coordinates training for all program staff, responsible for all program outcomes monitoring and reporting in alignment with all county, state, and federal regulations, directs the implementation of agencywide initiatives, policies, and practices.	<ul style="list-style-type: none">• BS in Psychology (2004)• 16 years of experience in Social Services <p>Extensive direct care and leadership experience in the children's mental health and social services systems. Experience working directly with, and overseeing staff that work directly with, diverse populations, including those that are of a similar diversity of Santa Clara County. Experience facilitating support groups for foster/ resource parents, completing home safety and psychosocial assessments for prospective foster/resource families, and supervising the recruitment, selection and training of foster parents.</p>	<ul style="list-style-type: none">• Participates in program DEI trainings

**Santa Clara County
Social Services Agency**

FY 2023-2024

**Exhibit D-3: Staffing Plan
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#	Job Title	Activities Staff Person Will Perform	Education, Experience, and Qualifications	Language and Cultural Competence
3	Clinical Supervisor	Provides individual and group supervision to all clinical staff and ensures the quality of all clinical services in the program, including appropriate implementation of Seneca's Unconditional Care clinical practice model.	<ul style="list-style-type: none"> • Masters in Social Work (LCSW) • Seneca Placement Clinical Supervisor (2020-present) • Seneca Note Approver (2018-2020) • Assistant Director of Implementation at Rocketship Elementary (2017-2018) • Unconditional Education Coach at La Escuela Popular (2015-2017) • Clinician at Barack Obama Academy (2011-2015) 	<ul style="list-style-type: none"> • Participates in program DEI trainings
4	Recruitment Supervisor	The primary responsibilities of this position is supervising family recruitment and retention specialists in the coordination and certification of foster parents, as well as the general operations of the program's administrative office.	<ul style="list-style-type: none"> • Bachelors of Arts in Social Sciences • Certificate in Career Development Facilitation • Experienced with providing supervision and support to professional parents, recruitment specialist, and program support. Over two years of experience navigating professional parent applications through the application process, organizing and overseeing training plans, and facilitating team collaboration around approval and retention. • Seneca Resource Family Recruitment Supervisor (2021-present) • Seneca Resource Family Recruiter (2019-2021) • Seneca Wraparound Support Counselor (2013-2019) 	<ul style="list-style-type: none"> • Participates in program DEI trainings
5	Manager of Operations	Primarily responsible for operations related to Community Care Licensing (CCL) compliance, program statements, incident reporting system, and facilities.	<ul style="list-style-type: none"> • Seneca Statewide Placement Manager of Operations (2021-present) • FPI Management Resident Services Coordinator <p>As a member of statewide Placement support team, the Operations Manager is primarily responsible for operations related to Community Care Licensing (CCL) compliance, Program Statements, Incident Reporting system, and facilities.</p>	<ul style="list-style-type: none"> • Participates in program DEI trainings
6	Clinician	Provides assessment of the youth and family's needs and lead the team in providing treatment to support the family toward meeting their goals. Facilitate services, provide case management and coordination of care, collaborate with all county, community, and family stakeholders to ensure effective service delivery.	<ul style="list-style-type: none"> • Master in Social Work (ACSW) • Seneca Placement Clinician (2021-present) • Seneca Differential Response Clinician (2020-2021) • Seneca Wraparound Facilitator (2015-2019) 	<ul style="list-style-type: none"> • Participates in program DEI Trainings • Speaks Spanish

**Santa Clara County
Social Services Agency**

FY 2023-2024

**Exhibit D-3: Staffing Plan
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#	Job Title	Activities Staff Person Will Perform	Education, Experience, and Qualifications	Language and Cultural Competence
7	Counselor	Provides counseling and case management service to youth and families, supports client and family connection to natural supports and community-based resources, and works as an integrated member of the treatment team.	<ul style="list-style-type: none"> • Bachelor's of Science Behavioral Science • Seneca Support Counselor (2021-present) • A is for Apple Registered Behavior Technician (2020-2021) 	<ul style="list-style-type: none"> • Participates in program DEI trainings • Bilingual (Spanish)
8	Counselor	Provides counseling and case management service to youth and families, supports client and family connection to natural supports and community-based resources, and works as an integrated member of the treatment team.	<ul style="list-style-type: none"> • Bachelor of Arts Psychology, Minor in Spanish • Seneca Placement Services Family Support Counselor (2021-present) • Catholic Diocese of Wichita Office of Hispanic Ministry, Coordinator (2019-2020) • AllSpeak Interpreting Services, Interpreter (2016-2021) • Vagabond Missions, Youth Minister (2016-2019) • Bachelor of Arts in Liberal Studies • Seneca Family Recruiter/Retention Specialist (2021-present) 	<ul style="list-style-type: none"> • Participates in program DEI trainings • Bilingual (Spanish)
9	Family Recruitment & Retention Specialist	<ul style="list-style-type: none"> • Identify and recruit potential resource families • Create and implement recruitment strategies • Promote and market Seneca services to the community to attract interested parties 	<ul style="list-style-type: none"> • Bachelor of Arts in Liberal Studies • Seneca Family Recruiter/Retention Specialist (2021-present) 	<ul style="list-style-type: none"> • Participates in program DEI trainings
10	Administrative Support Staff - Variable FTE	<ul style="list-style-type: none"> • Includes administrative support staff necessary for program operations • This encompasses operation needs such as quality assurance billing and maintaining client chart records, coordinating general program operations and communications, providing translation/interpretation services, coordinating contract and budget review/submissions, scheduling of psychiatry appointments, and other administrative support services as needed. 	<ul style="list-style-type: none"> • Bachelor's Degree or equivalent work experience • Demonstrated ability to work as part of a multidisciplinary team • Experience and knowledge of children's welfare systems, services, and policies • Participates in DEI trainings within the program/region. 	<ul style="list-style-type: none"> • Participates in program/regional DEI trainings
11	Variable FTE, Administrator On-Call	<ul style="list-style-type: none"> • Provide on-call support for multiple community-based and crisis stabilization programs across Seneca. • Respond to calls and triage crises. • Link callers to on-call program staff for community response as needed. 	<ul style="list-style-type: none"> • Four years of experience working with youth and families preferred 	<ul style="list-style-type: none"> • Participates in agency DEI trainings

Santa Clara County
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FY 2023-2024

Exhibit D-3: Staffing Plan
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#	Job Title	Activities Staff Person Will Perform	Education, Experience, and Qualifications	Language and Cultural Competence
12	Variable FTE, Facility Manager	The Facility Manager represents variable FTE for centralized personnel that support the maintenance at Seneca's proposed facility locations. This expense is direct charged to the program and is budgeted based on existing cost data.	<ul style="list-style-type: none">• Five years of maintenance experience• Two years supervisory experience• High school diploma or equivalent informal education	<ul style="list-style-type: none">• Participates in agency DEI trainings
13	Variable FTE, Crisis Response / Supplemental Overtime	Expense includes supplemental overtime allowance for crisis response support needs.	N/A	N/A

Santa Clara County
Social Services Agency

FY 2023-2024

Exhibit E-3: Fee Schedule
Resource Table

Agency Name: Seneca Family of Agencies

Project Name: Intensive Services Foster Care Plus (ISFC-Plus)

A	B	C	D
Source of Funds	FY23-24 Amount	% of Total Funding	Commitment Code
Social Services Agency (SSA)*	\$ 1,175,616	59%	1
Other Sources:			
Behavioral Health Services Dept.	\$ 806,148	41%	1
Total Funding Resources**	\$ 1,981,764	100%	
Commitment Code			
1	Firm Commitment-Already have an agreement or letter confirming funding		
2	Anticipated Renewal of Existing Funding-Continuation of current year funding		
3	Anticipated Resource-Projection of previous fees or donations		
4	Application Pending-Application has been submitted, no confirmation at this time		
5	Pre-Application-Not yet submitted and expect funding		

* The SSA line in FY22-23 Amount, Column "B" should equal the **Grand Total** of Column "B" in the Budget Detail.

** The **Total Funding Resources** in Column "B" should equal the **Grand Total** of Column "D" in the Budget Detail.

Agency Name: Seneca Family of Agencies
Project Name: Intensive Services Foster Care Plus (ISFC-Plus)

A	B	C	D	E
Job Title	Annual Salary	% of Time Allocated to this Contract	Number of Months	Salary Allocated to this Contract *
Regional Executive Leadership	\$ 161,781	6.00%	12	\$ 9,707
Program Director	\$ 119,215	20.00%	12	\$ 23,843
Clinical Supervisor	\$ 118,160	25.00%	12	\$ 29,540
Resource Family Recruitment Supervisor	\$ 81,235	3.13%	12	\$ 2,539
Manager of Operations	\$ 62,245	10.00%	12	\$ 6,225
Placement Clinician	\$ 107,144	75.00%	12	\$ 80,358
Placement Support Counselor	\$ 63,616	100.00%	12	\$ 63,616
Placement Support Counselor	\$ 63,616	25.00%	12	\$ 15,904
Family Recruitment & Retention Specialist	\$ 59,755	25.00%	12	\$ 14,939
Administrative Support Staff	\$ 65,573	11.67%	12	\$ 7,650
Administrative On-Call	Variable	Variable	12	\$ 2,000
Facility Manager	Variable	Variable	12	\$ 1,800
Crisis Response / Supplemental Overtime	Variable	Variable	12	\$ 8,199
Total				\$ 266,319

*Total Salary Allocated to this Contract should equal the Salaries line in Contract Amount, Column "B" of the Budget Detail.

Santa Clara County
Social Services Agency

FY 2023-2024

Exhibit E-3: Fee Schedule
Resource Table

Agency Name: Seneca Family of Agencies

Project Name: Intensive Services Foster Care Plus (ISFC-Plus)

Please provide summary of your ANNUAL budget for the program.

A	B	C	D
	Social Services Agency	Behavioral Health Services Dept.	TOTAL
Direct Costs *			
Personnel Costs			
Salaries	\$ 266,319	\$ 385,858	\$ 652,178
Payroll Taxes and Employee Benefits	\$ 63,917	\$ 92,606	\$ 156,523
Subtotal Personnel Costs	\$ 330,236	\$ 478,464	\$ 808,700
Operating Expenses			
Contract Services	\$ 375	\$ 22,875	\$ 23,250
Communication Expenses	\$ 15,527	\$ 14,861	\$ 30,389
Program Supplies & Subscriptions	\$ 854	\$ 29,060	\$ 29,914
Staff Training & Professional Development	\$ 419	\$ 4,894	\$ 5,313
Travel	\$ 7,200	\$ 9,000	\$ 16,200
Staff Recruitment	\$ 902	\$ 1,610	\$ 2,513
Facilities	\$ 178,692	\$ 131,534	\$ 310,226
Equipment	\$ 200	\$ 8,150	\$ 8,350
Vehicle Expenses	\$ -	\$ 550	\$ 550
Foster Family Recruitment & Advertising	\$ 39,300	\$ -	\$ 39,300
Foster Family Fees	\$ 448,570	\$ -	\$ 448,570
			\$ -
Subtotal Operating Expenses	\$ 692,039	\$ 222,534	\$ 914,573
Indirect Costs			
Administrative Overhead	\$ 153,341	\$ 105,150	\$ 258,491
Subtotal Indirect Costs	\$ 153,341	\$ 105,150	\$ 258,491
TOTAL	\$ 1,175,616	\$ 806,148	\$ 1,981,764
GRAND TOTAL	\$ 1,175,616	\$ 806,148	\$ 1,981,764

Agency Name: Seneca Family of Agencies

Project Name: Intensive Services Foster Care Plus (ISFC-Plus)

Please provide an explanation for each line item in your proposed budget for the program. Narrative should be thorough and consistent with budget detail.

Service Activities	Narrative
	Target Population: Dependent youth with intensive behavioral health needs Services: 6 ISFC-Plus homes
Personnel Costs	
Salaries	Salary costs are calculated as Annual Salary x Program FTE, which is detailed on the attached Staffing Salary form.
Regional Executive Director	Provides executive-level oversight to all programs within Santa Clara County and leads program development and planning. Participates on agencywide executive team and supports decision-making, directs planning and implementation of new programs.
Division Director	The Division Director provides a high-level leadership over a specific subset or array of program within a region, specifically when the number of programs and/or staff exceed the capacity of the Regional Executive Director. The Division Director directly supports the Regional Executive Director in providing overall leadership to the region and its programs.
Payroll Taxes and Employee Benefits	Payroll taxes and employee benefits are calculated at 24% of total payroll expenditures.
Operating Expenses	
Contract Services	Includes contracted personnel or services that are necessary for program operations, and may include contracted child and adolescent psychiatrist and nurse to provide medication support and management, translation/interpretation services, mental health note approval, and other contracted services as needed.
Communication Expenses	Communication expenses include the cost of cell phones and monthly plans for program staff to provide effective communication and service delivery. This also includes cost associated with landlines and internet service provided in Seneca's resource family housing.
Program Supplies & Subscriptions	Program supplies and subscriptions include the cost of treatment supplies, subscriptions/dues, and office supplies. Treatment and engagement supplies include the cost of supplies to support the engagement process for youth and families and progress toward treatment goals. Subscriptions and dues include the cost of memberships, subscriptions, and dues for program staff. Office supplies include cost for small office items such as pens, paper, binders, and other necessary program supplies.

Staff Training & Professional Development	Costs associated with new employee training, professional development, conference participation, and training/certification in evidence-based practices.
Travel	Travel expenses include travel costs and mileage reimbursement at the federally approved rate for program staff using personal vehicles for community-based service delivery.
Staff Recruitment	Includes a proportional share of material and supply costs associated with targeted staff recruitment strategies, including advertising, outreach and job fair expenses.
Facilities	Facility expenses include the program's proportional share of lease, utilities, interest, taxes, depreciation, building maintenance, and leasehold improvement costs for Seneca's regional headquarters and ISFC-Plus homes.
Equipment	Equipment expenses include lease, maintenance and repair, and depreciation costs associated with large agency equipment (e.g., copy machine) and small equipment items (such as laptop computers to facilitate service delivery).
Vehicle Expenses	Operating, lease, maintenance, and depreciation expenses associated with agency vehicles used to support service provision.
Foster Family Recruitment & Advertising	Expenses include foster family recruitment costs associated with non-digital resource family recruitment strategies and resource parent support and development activities. Costs also include advertising and marketing expenses associated with advanced digital resource family recruitment and marketing.
Foster Family Fees	Payment for resource families including the parent portion of ISFC rate, respite, and supplemental rate given the unique enhanced resource parent role.
Indirect Costs	
	Indirect costs consist of those agency-wide services and their associated expenses that benefit all Seneca programs. These include: statewide agency executive leadership (CEO, COO, and CFO) accounting, human resources, information technology, training, centralized quality assurance, research and evaluation, and facility services. Other non-payroll costs include insurance and executive consulting services. These costs are collected on a monthly basis and charged to each program, according to the ratio of each program's direct costs compared to the total direct program costs across the entire agency. The administrative overhead cost is budgeted at 15% of each program's direct costs on a monthly basis.

Logic Model - Intensive Services Foster Care Plus (ISFC-Plus) Agency Name: Seneca Family of Agencies

A. Contract Goal: The Intensive Services Foster Care Plus (ISFC-Plus) Program will serve an eligible child or youth with higher intensive treatment needs in home-based placements with specialty mental health services and specially trained parents. Under IFSC-Plus, CONTRACTOR shall set aside and use 6 of the approved ISFC-Plus homes as placement along with mental health services and parent support to support stability, safety and improve well-being.

B. Situation

The State's implementation of Continuum of Care Reform (CCR) has resulted in significant shifts in policy on care of children and youth under the child welfare system. The primary shift brought about by the reform was the closure of group homes and the transition to foster homes and home-like setting placements. The policy change has presented some challenges to the County, particularly for a small number of children and youth more acute behavioral or special needs who are now faced with significant challenges in their

C. Activities/Services

Total number of children and youth served

D1. # of unduplicated clients/families served per FY	D2. # of Outputs per FY	D3. Output
12 Clients	12	Placement and Supportive Services

E. Short/Long Term Outcome Measures

100% Children and youth who are referred to the program are placed and receive services and supports.

100% Children and youth who are discharged from the program are transitioned into a permanent living situation in the community.

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
COVID-19 VACCINE REQUIREMENTS
(Version Effective September 27, 2022)**

Contractor Information:

Contractor name:

Seneca Family of Agencies

Name of Contractor representative:

Scott Osborne

Contractor phone number:

510-520-0943

Contractor email address:

scott_osborn@senecacenter.org

Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor's personnel working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID-19 Vaccine Requirement for County Personnel ("County Vaccine Policy"), the County's memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.
2. As of the date signed below:
 - a. Contractor understands that it must confirm, and has confirmed, that all of contractor's personnel (including any subcontractor personnel) who routinely perform services for the County onsite and share airspace with or proximity to other people at an indoor County facility as part of their services for the County¹ are:
 - i. Fully vaccinated against COVID-19 as defined and required in the County Vaccine Policy;² **or**

¹ As established in the County's Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County's vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to any vaccination, testing, and masking requirements.

² County departments are required by law to implement any State-issued requirements, including ones that are more restrictive than the County's internal policies. As of the date of this policy, the California Department of Public Health (CDPH) requires that workers in [health care facilities](#), as well as specified workers in [custodial settings](#), obtain a COVID-19 booster dose. Thus, contractor personnel subject to this CDPH booster requirement are expected to comply with it, in addition to the County's policy. The exemption process in Section C of the County Vaccine Policy shall apply to any requests for exemption from the State booster requirement.

- ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.
- b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health's Vaccine Records Guidelines and Standards.
3. If contractor seeks to send any personnel who are not fully vaccinated to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such personnel to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such personnel arriving onsite so that the department has sufficient time to determine whether it will approve the contractor's requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.³ Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite.
4. If any of contractor's personnel are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those personnel to go onsite at a County facility without express written permission from the County.
5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

Scott Osborne

Chief Operating Officer

Name of authorized representative of
Contractor

Title

DocuSigned by:

Scott Osborne

D132B11507B6402...

Signature

12/8/2023

Date

³ If contractor sends personnel who are not fully vaccinated, it is contractor's obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.