

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

This is the Second 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. The original contract was approved by the Board on July 21, 2020.

This Contract is amended as follows:

Effective July 1, 2022, 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-2: Program Provisions, which is attached hereto and incorporated by this reference.
2. Add Exhibit D-2: Staffing Plan, which is attached hereto and incorporated by this reference.
3. Add Exhibit E-2: Fee Schedule, which is attached hereto and incorporated herein by this reference.
4. Add Exhibit F-1: Contract Outputs and Outcomes, which is attached hereto and incorporated herein by this reference.
5. Add Article IV, Statutes, Regulations, and Policies, **#15. COVID -19 REQUIREMENTS**

15. COVID -19 REQUIREMENTS

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County ("County's COVID-19 Requirements"), including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference.

If Contractor is providing in-person services to community members ("Direct Client Services") under this Agreement, all references in the County's COVID-19 Requirements and below referenced Certification to "onsite" and "County facility" shall be deemed to also refer to any indoor location where Direct Client Services are provided, including when services are provided at non-County facilities. Accordingly, such Contractors shall comply with the County's COVID-19 Requirements when providing Direct Client Services indoor at any location. Any reporting pursuant to the Certification of Contractor's personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible and who are providing Direct Client Services at non-County facilities shall be to the COVID-19 Designee for the County department that manages this Agreement.

If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit G. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

Approved: 06/07/2022

Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

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



Mike Wasserman
President, Board of Supervisors

Date: JUN 07 2022

CONTRACTOR

DocuSigned by:


Scott Osborn, Chief Operating Officer
Seneca Family of Agencies

Date: 5/16/2022

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

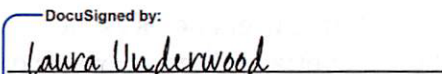
ATTEST:



Tiffany Lennear
Clerk of the Board of Supervisors

Date: JUN 07 2022

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:


Deputy County Counsel

Date: 5/14/2022

Exhibit A-2 Program Provisions**CONTRACTOR:** Seneca Family of Agencies**PROGRAM/PROJECT NAME:** Enhanced Intensive Therapeutic Foster Care (E-ITFC)**1. SCOPE OF WORK**

- a. CONTRACTOR shall use **six (6)** of its Intensive Service Foster Care (ISFC) homes as Enhanced Intensive Therapeutic Foster Care (E-ITFC) homes to eligible children and youth (CLIENTS) referred by the Department of Family and Children Services (DFCS) of the Social Services Agency (SSA) the ITFC program.
- b. CONTRACTOR will provide E-ITFC services pursuant to the specific terms and conditions outlined in:
 - i. Exhibit B: Scope of Services;
 - ii. Exhibit C: BHSD Scope of Work;
 - iii. Exhibit D-2: Staffing Plan;
 - iv. Exhibit E-2: Fee Schedule; and
 - v. Exhibit F-1: 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-1: Contract Outputs and Outcomes.

3. TERM OF CONTRACT

The term begins on July 1, 2020, and expires on June 30, 2023, unless terminated earlier or otherwise amended, with two (2) one-year extension options.

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 and \$1,031,976 for Fiscal Year 2023 for a total of \$2,293,368. This Fiscal Year's amount is based on the following breakdown from corresponding funding sources:

Funding Source	Amount
ISFC State Funding	\$ 464,040
Wrap Reinvestment Funds	\$ 567,936
Total	\$ 1,031,976

- b. The ISFC State Funding is based on the current ISFC rate of \$6,445 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

Exhibit A-2 Program Provisions

the contract. Payment for this rate from the State Funding will be based on Fee-for-Service structure as outlined in Section 6 of this Exhibit.

- 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 \$38,670. The cost reimbursement guarantees the program to be fully operation, with 6 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 6 homes are operational due to the permanent transition or temporary unavailability of a resource parent, Seneca will notify the department immediately, and ideally prior to the resource parent's transition or unavailability. Examples of reasons for this reduced capacity may include but not limited to illness or injury of the resource parent, the resource parent's resignation from the program, 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 the County for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by the County for services covered by this Contract, the County has the option to either terminate this Contract without notice (except that necessary to transition clients in the discretion of the County) and with no liability occurring to the County, or to offer an amendment to this Contract indicating the reduced amount.

6. INVOICES COMPENSATION TO CONTRACTOR

- a. 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-2: Fee Schedule.
- b. 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.

Exhibit A-2 Program Provisions

- c. 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.
- d. 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.
- e. The 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.
- f. 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 the CONTRACTOR, and the CONTRACTOR will have no claim whatsoever against COUNTY.
- g. 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.
- h. CONTRACTOR must participate in a closeout period at the end of the 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.

COST REIMBURSEMENT CLAIM

- i. 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.
- j. 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.
- k. If the cost reimbursement claim is in proper form and the items billed are payable

Exhibit A-2 Program Provisions

under this contract, COUNTY will make payment to CONTRACTOR within twenty-one (21) working days after receipt of the cost reimbursement claim.

FEE FOR SERVICE CLAIM

- l. The CONTRACTOR shall maintain a Family Finding Agency (FFA) State license, a FCRB ISFC rate and authorization for payment throughout the term of the contract. CONTRACTOR shall provide a copy of the current rate letter to the COUNTY upon execution of the contract. CONTRACTOR shall also immediately inform and provide the COUNTY a copy of the letter for any changes to the rate.
- m. The COUNTY agrees to pay and CONTRACTOR agrees to accept as full compensation for performance of services under this Agreement based on the monthly rate per home as stated in Section 4 of this Exhibit. The monthly rate includes all expenses as outlined on Exhibit E-2: Fee Schedule.
- n. Payment to CONTRACTOR shall be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- o. Placement lasting less than a full month shall be prorated. Placement shall commence the day the CLIENT is placed with CONTRACTOR and terminate the day before the CLIENT is removed.
- p. The Therapeutic Resource Parent shall be entitled to accrue up to two weeks of paid breaks in between placements. Payment for the accrued breaks shall be sourced and prorated from the SSA supplemental funding.
- q. The number of accrued paid breaks shall be based on the number of placement days of the last placed CLIENT, as follows:

Days of Placement	1	5	10	15	20	25	30	60	90	12	150	180	182
Days of Break	0	0	1	1	2	2	2	5	7	9	12	14	14

- r. CONTRACTOR shall complete and submit invoices in arrears for services to COUNTY in a form approved or provided by COUNTY, by the tenth (10th) calendar day of each month for the preceding month in which services were performed. Prior to submittal, invoices 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.
- s. CONTRACTOR will get paid upon receiving an accurate account and invoice for

Exhibit A-2 Program Provisions

- expenses from services rendered. These expenses shall be reviewed be in accordance with following 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.
- t. If the invoice 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 invoice.
- u. 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. When CONTRACTOR is requested and agrees to hold a bed open for a CLIENT, CONTRACTOR shall document COUNTY's agreement to pay for the open bed in the CLIENT's record and shall request a written email or faxed confirmation from the Program Coordinator at the Department of Family and Children's Services (DFCS). Payment shall be limited to the maximum number of hold days provided by DFCS Program Coordinator.
- w. Should CONTRACTOR, after having a CLIENT admitted to a psychiatric or medical hospital, unilaterally decide not to take the CLIENT back, all payments made to CONTRACTOR to keep the space available for that CLIENT shall be returned immediately to COUNTY by CONTRACTOR, unless otherwise agreed to by COUNTY and CONTRACTOR in writing. CONTRACTOR shall notify the DFCS E-ITFC COORDINATOR whenever a CLIENT leaves CONTRACTOR's program. Any CLIENT shall not be removed from the program without prior authorization by the DFCS Program Coordinator.
- x. CONTRACTOR shall notify COUNTY via electronic mail, within thirty (30) days of the receipt of any payment that is incorrect. The COUNTY shall likewise notify the CONTRACTOR via electronic mail if it discovers any incorrect payment. COUNTY and CONTRACTOR will resolve any payment discrepancies within thirty (30) days of receipt of the notification. CONTRACTOR will be required to repay any excess funds and the COUNTY shall make every effort to pay CONTRACTOR any underpayment. In the event of a disagreement, both the COUNTY and CONTRACTOR shall comply with the provisions in Section 11466.22 of the Welfare & Institutions Code (Computation and Payment of Aid Grants) and Chapter 45 of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) to resolve such disagreement.

In the event that COUNTY identifies an excess payment made to CONTRACTOR the term or within five (5) years after expiration of this Contract or Contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice,

Exhibit A-2 Program Provisions

CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) days. In addition, CONTRACTOR shall return the excess payment to COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to the COUNTY.

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-1: Contract Outputs and Outcomes.
- b. CONTRACTOR must submit to COUNTY a quarterly report using the form provided by the COUNTY. Instructions and training to complete the form can be found on https://www.sccgov.org/sites/ssa/dfcs/Pages/partners_training.aspx.
- c. CONTRACTOR will submit Quarterly Program Reports no later than the following dates for services performed during the preceding quarter:
 1. October 14, 2022
 2. January 13, 2023
 3. April 14, 2023
 4. July 14, 2023

8. ADJUSTMENT TO EXHIBIT B: SCOPE OF SERVICES AND EXHIBIT D-2: STAFFING PLAN

The COUNTY may approve adjustments to the Scope of Services and Staffing Plan to ensure that the Work Plan is consistent with the Program Provisions and is in the best interest of the target population specified in the contract. Adjustments are intended to clarify the services and activities specified in the contract and are not formal contract amendments, as long as the adjustments do not modify the scope of work or total contract amount. The CONTRACTOR will submit sufficient written documentation to the COUNTY that clearly explains the requested adjustment(s) and the reason for the adjustment(s), and how the adjustment will impact service delivery to the clients. Adjustments will be approved, in writing by the COUNTY's designated representative or designee, and the CONTRACTOR's representative or designee.

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-2: FEE SCHEDULE

A budget adjustment can be made without a contract amendment if Contractor submits a written budget adjustment request to the COUNTY Contract Representative, or designee, and the request is approved by the COUNTY in writing. Any adjustment to the budget must align with the rates and policies set forth by the FCRB.

CONTRACTOR may request a budget revision by submitting the COUNTY's Budget

Exhibit A-2 Program Provisions

Revision Request form to the 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 the CONTRACTOR.

11. ADJUSTMENT TO EXHIBIT F-1: 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 the 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 the 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

Exhibit A-2 Program Provisions

15. COUNTY'S CONTRACT TRANSITION PROCESS

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

**Santa Clara County
Social Services Agency**

FY 2022-2023

**Exhibit D-2: Staffing Plan
Page 1 of 3**

Contractor: Seneca Family of Agencies

Contract Period: July 1, 2022 - June 30, 2023

Program: Enhanced Intensive Treatment Foster Care (E-ITFC)

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

#	Staff Name and Job Title	Activities Staff Person Will Perform	Education, Experience, and Qualifications	Language and Cultural Competence
1	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) • 15 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 agency DEI trainings
2	Program 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) • Clinical Supervisor • Note Approver • 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 agency DEI trainings

**Santa Clara County
Social Services Agency**

FY 2022-2023

**Exhibit D-2: Staffing Plan
Page 2 of 3**

#	Staff Name and Job Title	Activities Staff Person Will Perform	Education, Experience, and Qualifications	Language and Cultural Competence
3	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 agency DEI trainings
4	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 DEI Trainings • Speaks Spanish
5	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, Liberal Studies • Seneca Family Recruiter/Retention Specialist (2021-present) 	<ul style="list-style-type: none"> • Participates in DEI trainings

**Santa Clara County
Social Services Agency**

FY 2022-2023

**Exhibit D-2: Staffing Plan
Page 3 of 3**

#	Staff Name and Job Title	Activities Staff Person Will Perform	Education, Experience, and Qualifications	Language and Cultural Competence
6	Program Analyst	Functions as an additional resource to program leadership, bringing capacity to deeply understand the inter-workings and operations within a program, while working to establish and implement effective systems, policies, and practices and achieve better program outcomes. Engages with program leadership and staff to define operating priorities for programs and create plans to meet these priorities.	<ul style="list-style-type: none"> • Bachelor of Arts, Psychology (2015) • Seneca Program Analyst (2020-Present) • Seneca Quality Assurance Manager (2019-2020) • Seneca Lead Health Information Specialist (2015-2019) <p>Skilled process oriented analyst with extensive experience working with regional and executive leadership to deeply understand the inner workings and operations within programs. Skilled in developing budget models, fiscal forecasting, technical contract review, and data collection and modeling methods for analyzing program outcomes measures. Experienced in facilitating coordination across program and administrative departments.</p>	<ul style="list-style-type: none"> • Participates in agency DEI trainings
7	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
8	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
9	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 2022-2023

Exhibit E-2: Fee Schedule
Resource Table

Agency Name: Seneca Family of Agencies

Project Name: Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program

A	B	C	D
Source of Funds	FY21-22 Amount	% of Total Funding	Commitment Code
Social Services Agency (SSA)*	\$ 567,936	25%	1
State Funding	\$ 464,040	23%	1
Other Sources:		0%	
Behavioral Health Services Dept. E-ITFC Speciality MH & TFC Services	\$ 819,148	52%	2
		0%	
		0%	
		0%	
		0%	
Total Funding Resources**	\$ 1,851,124	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.

**Santa Clara County
Social Services Agency****FY 2022-2023****Exhibit E-2: Fee Schedule
Resource Table****Agency Name:** Seneca Family of Agencies**Project Name:** Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program**FEE SCHEDULE**

A	B	C
State Monthly Rate per Client *	Maximum Number of Clients per Month	Maximum Annual Budget
\$6,445	6	\$464,040

* Subject to adjustment by the State based on the California Necessity Index

**The total for "Column C - Maximum Annual Budget" should equal to the total for "Column B - State Fund" in the Budget Detail Worksheet

Santa Clara County
Social Services Agency

FY 2022-2023

Exhibit E-2: Fee Schedule
Resource Table

Agency Name: Seneca Family of Agencies

Project Name: Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program

A	B	C	D	E
Job Title	Annual Salary	% of Time Allocated to this Contract	Number of Months	Salary Allocated to this Contract *
Program Director	\$ 101,295	5.00%	12	\$ 5,065
Program Supervisor	\$ 100,486	6.00%	12	\$ 6,029
Manager of Operations	\$ 54,600	15.00%	12	\$ 8,190
Placement Clinician	\$ 83,000	50.00%	12	\$ 41,500
Family Recruitment & Retention Specialist	\$ 57,876	35.00%	12	\$ 20,257
Program Analyst	\$ 85,000	10.00%	12	\$ 8,500
Facility Manager	\$ 75,000	1.94%	12	\$ 1,452
Administrative On-Call	\$ 100,000	55.29%	12	\$ 55,295
Crisis Response / Supplemental Overtime	Variable	Variable	12	\$ 12,648
Total				\$ 158,935

*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 2022-2023

Exhibit E-2: Fee Schedule
Resource Table

Agency Name: Seneca Family of Agencies

Project Name: Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program

Please provide summary of your ANNUAL budget for the program.

A	B	C	C	D
	State Fund	SSA Supplemental Fund	Behavioral Health Services Dept.	TOTAL
Direct Costs *				
Personnel Costs				
Salaries	\$ 158,935	\$ 15,194	\$ 471,963	\$ 646,092
Payroll Taxes and Employee Benefits	\$ 42,912	\$ 4,102	\$ 127,430	\$ 174,445
Subtotal Personnel Costs	\$ 201,848	\$ 19,297	\$ 599,393	\$ 820,537
Operating Expenses				
Contract Services	\$ -	\$ 13,320	\$ 26,366	\$ 39,686
Communication Expenses	\$ 1,089	\$ 9,686	\$ 4,008	\$ 14,783
Program Supplies & Subscriptions	\$ 776	\$ 14,400	\$ 2,432	\$ 17,608
Staff Training & Professional Development	\$ 280	\$ -	\$ 655	\$ 935
Travel	\$ 2,040	\$ -	\$ 5,580	\$ 7,620
Staff Recruitment	\$ 363	\$ 45	\$ 1,336	\$ 1,744
Facilities	\$ 1,176	\$ 186,446	\$ 1,176	\$ 188,798
Utilities	\$ -	\$ 28,800	\$ -	\$ 28,800
Building Maintenance & Supplies	\$ -	\$ 43,200	\$ -	\$ 43,200
Equipment	\$ 545	\$ -	\$ 2,004	\$ 2,549
Vehicle Expenses	\$ -	\$ 500	\$ -	\$ 500
Foster Family Recruitment & Advertising	\$ -	\$ 720	\$ 18,000	\$ 18,720
Foster Family Fees	\$ 198,936	\$ 181,776	\$ 57,600	\$ 438,312
				\$ -
Subtotal Operating Expenses	\$ 205,205	\$ 478,893	\$ 119,158	\$ 803,255
Indirect Costs				
Administrative Overhead	\$ 56,987	\$ 69,747	\$ 100,597	\$ 227,331
Subtotal Indirect Costs	\$ 56,987	\$ 69,747	\$ 100,597	\$ 227,331
TOTAL	\$ 464,040	\$ 567,936	\$ 819,148	\$ 1,851,124
GRAND TOTAL	\$	1,031,976	\$ 819,148	\$ 1,851,124

*The Grand Total for "Column B - Contract Amount" should equal to the maximum annual budget indicated in the Monthly Rate Worksheet

Agency Name: Seneca Family of Agencies

Project Name: Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program

Please provide an explanation for each line item in your proposed budget for the program. Narrative should be

Service Activities	Narrative
	<p>Target Population: Dependent youth with intensive behavioral health needs</p> <p>Services: Six Enhanced ISFC/Professional Parent homes</p>
Personnel Costs	
Salaries	All salaries calculated as Annual Salary x FTE.
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, supervision and evaluation of all program leaders, and develops and maintains direct relationships with county and community partners.
Program 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.
Manager of Operations	Primarily responsible for operations related to Community Care Licensing (CCL) compliance, program statements, incident reporting system, and facilities.
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.
Family Recruitment & Retention Specialist	Facilitates all resource family recruitment efforts and leads support and resource family development.
Program Analyst	Functions as an additional resource to program leadership, bringing capacity to deeply understand the inter-workings and operations within a program, while working to establish and implement effective systems, policies, and practices and achieve better program outcomes. Engages with program leadership and staff to define operating priorities for programs and create plans to meet these priorities.
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.

Santa Clara County
Social Services Agency

FY 2022-2023

Exhibit E-2: Fee Schedule
Resource Table

Administrator On-Call	Provides on-call support for multiple community based and crisis stabilization programs across the agency. The Rapid Response (RR) Hotline provides support for Seneca Family of Agencies clients and families, staff and county partners in varying capacities depending on the program of enrollment. The AOC responds by phone to all crisis calls served by hotline and provides support to staff, community and county partners by providing phone consultation and assistance. Represent variable FTE.
Crisis Response / Supplemental Overtime	Daily stipends ranging from \$50-\$150 for program staff to be on-call and available to provide 24/7 crisis response support to enrolled clients. Expense includes supplemental overtime allowance for crisis response support needs.
Payroll Taxes and Employee Benefits	Payroll taxes and employee benefits are calculated at 27% of total payroll expenditures.
Operating Expenses	
Other 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	<p>Program supplies and subscriptions include the cost of treatment supplies, subscriptions/dues, and office supplies.</p> <p>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.</p>
Staff Training & Professional Development	Costs associated with new employee training, professional development, conference participation, and training/certification in evidence-based practices.
Travel	Travel expense includes travel costs and mileage reimbursement at the federally approved rate for program staff using personal vehicles for community-based service delivery. Budgeted at an average of \$200 per direct staff FTE per month.
Staff Recruitment	Includes a proportional share of material and supply costs associated with targeted staff recruitment strategies, including staff relocation expenses. Budgeted based on historical cost of \$300 per FTE.
Facilities	Facilities expenses include the program's proportional share of facility lease, interest, depreciation, and leasehold improvement costs for Seneca's Santa Clara County regional headquarters and E-ITFC homes.

**Santa Clara County
Social Services Agency**

FY 2022-2023

**Exhibit E-2: Fee Schedule
Resource Table**

Utilities	Proportional share of utilities expense (gas, water, electricity, etc.) at Seneca's Santa Clara County regional headquarters and E-ITFC homes.
Building Maintenance and Supplies	Proportional share of building and maintenance expense at Seneca's Santa Clara County regional headquarters. Additionally includes building maintenance and supply cost at E-ITFC homes.
Equipment	Equipment expense includes the cost of expendable equipment (small equipment items such as laptop computers to facilitate service delivery), equipment lease of large equipment such as agency-owned copier, and equipment repair, maintenance, and depreciation costs.
Vehicle Expenses	Operating, maintenance, and depreciation expenses associated with agency-purchased 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	\$5,000 per month per resource family, including parent portion of ISFC rate, TFC parent stipend, 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 14% of each program's direct costs on a monthly basis.

Logic Model -**Enhanced Intensive Therapeutic Foster Care (E-ITFC)****Agency Name: Seneca Family of Agencies****A. Contract Goal:**

The Enhanced Intensive Therapeutic Foster Care (E-ITFC) 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 the ITFC Program, CONTRACTOR shall set aside and use 6 of the approved Intensive Services Foster Care (ISFC) 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 placements.

C. Activities/Services

Total number of children and youth served

**D1. # of
unduplicated
clients/families
served per FY**

12 Clients

**D2. # of
Outputs
per FY**

12

D3. Output

Placement and
Supportive Services

**E. Short/Long Term
Outcome Measures**

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

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 April 1, 2022)**

Contractor Information:

Contractor name:

Seneca Family of Agencies

Name of Contractor representative:

Scott Osborn

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 employees 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 workers (including any subcontractor workers) who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County¹ are:
 - i. Fully vaccinated against COVID-19 and up-to-date on any boosters for which they are eligible as defined and required in the County Vaccine Policy; **or**
 - ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.

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 vaccination, testing, and masking requirements.

- 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 workers who are not fully vaccinated and up-to-date on boosters for which they are eligible 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 workers 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 worker 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.² Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite. Regardless of exemption status, personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible may not work in high-risk roles at County facilities.
4. If any of contractor's workers 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 workers 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 Osborn

Chief Operating Officer

Name of authorized representative of
Contractor

Title

DocuSigned by:

Scott Osborn

5/16/2022

Signature

Date

² If contractor sends workers who are not fully vaccinated and up-to-date on boosters for which they are eligible, 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.

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

This is the First 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 Enhanced Interisive Therapeutic Foster Care (E-ITFC) Program. The original contract was approved by the Board on **July 21, 2020**.

This Contract is amended as follows:

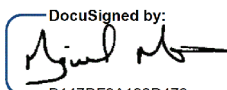
Effective **July 1, 2021**, the parties agree to comply with the provisions contained in the following exhibits, which are attached hereto and incorporated herein by this reference and made a part of the Contract.

1. Revise Article II, 2. **COMPENSATION TO CONTRACTOR** in the Contract General Terms and Conditions to read:
 2. **COMPENSATION TO CONTRACTOR**
Compensation method shall be fee for service and cost reimbursement.
2. Add Exhibit A-1: Program Provisions, which is attached hereto and incorporated by this reference.
3. Add Exhibit D-1: Staffing Plan, which is attached hereto and incorporated herein by this reference.
4. Add Exhibit E-1: Fee-Schedule, which is attached hereto and incorporated herein by this reference.

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

DocuSigned by:

 B147DF9A133D473...
 Miguel Marquez, Chief Operating Officer
 Date: 6/14/2021

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//
//

CONTRACTOR

DocuSigned by:

 ED6E14814F6541A...
 Leticia Galyean, Chief Operating Officer
 Seneca Family of Agencies
 Date: 6/11/2021

DocuSigned by:

John P. Mills

1EC2B4BD820B494...

John P. Mills, Deputy County Executive

Date: 6/10/2021

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

Laura Underwood

B8CACE06FCE84FD...

Laura Underwood, Deputy County Counsel

Date: 6/10/2021

Exhibit A-1: Program Provisions

CONTRACTOR : Seneca Family of Agencies
PROGRAM : Enhanced Intensive Therapeutic Foster Care (E-ITFC)

1. SCOPE OF WORK

- a. CONTRACTOR shall use **four (4)** of its Intensive Service Foster Care (ISFC) homes as Enhanced Intensive Therapeutic Foster Care (E-ITFC) homes to eligible children and youth (CLIENTS) referred by the Department of Family and Children Services (DFCS) of the Social Services Agency (SSA) the ITFC program.
- b. CONTRACTOR will provide E-ITFC services pursuant to the specific terms and conditions outlined in:
 - i. Exhibit B: Scope of Services;
 - ii. Exhibit C: BHSD Scope of Work;
 - iii. Exhibit D-1: Staffing Plan;
 - iv. Exhibit E-1: Fee Schedule; and
 - v. Exhibit F: Contract Outputs and Outcomes.

2. DELIVERABLES

- a. Invoices
 CONTRACTOR will submit invoices in a format approved by COUNTY and as outlined in Section 7 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 8 of this Exhibit and Exhibit F: Contract Outputs and Outcomes.

3. CONDITIONAL AMENDMENTS

The County Executive, or designee, received delegation of authority from the Board of Supervisors on May 4, 2021, to negotiate, execute, amend, and terminate the scope of services, the term, new or revised contracting requirements, maximum financial obligation and budget of this Contract through June 30, 2022 based upon the following conditions:

- a. COUNTY has appropriated sufficient funds for the modification of this Contract,
- b. CONTRACTOR is meeting the performance requirements for this contract,
- c. County Counsel has reviewed and approved the amendment as to form and legality, and
- d. County Executive has approved the amendment.

4. TERM OF CONTRACT

The term begins on **July 1, 2020**, and expires on **June 30, 2022**, unless terminated earlier or otherwise amended, with three (3) one-year extension options.

Exhibit A-1: Program Provisions**5. 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 and **\$633,024** for Fiscal Year 2022 for a total of \$1,261,392. This Fiscal Year's amount is based on the following breakdown from corresponding funding sources:

Funding Source	Amount
ISFC State Funding	\$ 306,624
SSA Supplemental Funding	\$ 326,400
Total	\$ 633,024

- b. The ISFC State Funding is based on the current ISFC rate of **\$6,388** 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. Payment for this rate from the State Funding will be based on **Fee-for-Service** structure as outlined in Section 7 of this Exhibit.
- c. Payment from SSA Supplemental Funding will be claimed based on Cost Reimbursement structure as outlined in Section 7 of this Exhibit. Each monthly claim, however, shall not exceed the amount of \$27,200. The cost reimbursement guarantees the program to be fully operation, with 4 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 4 homes are operational due to the permanent transition or temporary unavailability of a resource parent, Seneca will notify the department immediately, and ideally prior to the resource parent's transition or unavailability. Examples of reasons for this reduced capacity may include but not limited to illness or injury of the resource parent, the resource parent's resignation from the program, 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.

6. BUDGET CONTINGENCY

This Contract is contingent upon the appropriation of sufficient funding by the County for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by the County for services covered by this Contract, the County has the option to either terminate this Contract without notice

Exhibit A-1: Program Provisions

(except that necessary to transition clients in the discretion of the County) and with no liability occurring to the County, or to offer an amendment to this Contract indicating the reduced amount.

7. INVOICES AND COMPENSATION TO CONTRACTOR

- a. CONTRACTOR shall claim for compensation based on the methods outlined in Section 5 of this Exhibit. CONTRACTOR shall submit invoices for all expenses as outlined in Exhibit E-1: Fee Schedule.
- b. 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.
- c. 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.
- d. 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.
- e. The 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.
- f. 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 the CONTRACTOR, and the CONTRACTOR will have no claim whatsoever against COUNTY.

Exhibit A-1: Program Provisions

- g. 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.
- h. CONTRACTOR must participate in a closeout period at the end of the 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.

Cost Reimbursement Claim

- i. 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.
- j. 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.
- k. 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.

Fee for Service Claim

- l. The CONTRACTOR shall maintain a Family Finding Agency (FFA) State license, a FCRB ISFC rate and authorization for payment throughout the term of the contract. CONTRACTOR shall provide a copy of the current rate letter to the COUNTY upon execution of the contract. CONTRACTOR shall also immediately inform and provide the COUNTY a copy of the letter for any changes to the rate.
- m. The COUNTY agrees to pay and CONTRACTOR agrees to accept as full compensation for performance of services under this Agreement based on the monthly rate per home as stated in Section 5 of this Exhibit. The monthly rate includes all expenses as outlined on Exhibit E-1: Fee Schedule.
- n. Payment to CONTRACTOR shall be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of

Exhibit A-1: Program Provisions

this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

- o. Placement lasting less than a full month shall be prorated. Placement shall commence the day the CLIENT is placed with CONTRACTOR and terminate the day before the CLIENT is removed.
- p. The Therapeutic Resource Parent shall be entitled to accrue up to two weeks of paid breaks in between placements. Payment for the accrued breaks shall be sourced and prorated from the SSA supplemental funding.
- q. The number of accrued paid breaks shall be based on the number of placement days of the last placed CLIENT, as follows:

Days of Placement	1	5	10	15	20	25	30	60	90	12	150	180	182
Days of Break	0	0	1	1	2	2	2	5	7	9	12	14	14

- r. CONTRACTOR shall complete and submit invoices in arrears for services to COUNTY in a form approved or provided by COUNTY, by the fifteenth (15th) calendar day of each month for the preceding month in which services were performed. Prior to submittal, invoices 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.
- s. CONTRACTOR will get paid upon receiving an accurate account and invoice for expenses from services rendered. These expenses shall be reviewed be in accordance with following 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.
- t. If the invoice 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 invoice.

Exhibit A-1: Program Provisions

- u. 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. When CONTRACTOR is requested and agrees to hold a bed open for a CLIENT, CONTRACTOR shall document COUNTY's agreement to pay for the open bed in the CLIENT's record and shall request a written email or faxed confirmation from the Program Coordinator at the Department of Family and Children's Services (DFCS). Payment shall be limited to the maximum number of hold days provided by DFCS Program Coordinator.
- w. Should CONTRACTOR, after having a CLIENT admitted to a psychiatric or medical hospital, unilaterally decide not to take the CLIENT back, all payments made to CONTRACTOR to keep the space available for that CLIENT shall be returned immediately to COUNTY by CONTRACTOR, unless otherwise agreed to by COUNTY and CONTRACTOR in writing. CONTRACTOR shall notify the DFCS E-ITFC COORDINATOR whenever a CLIENT leaves CONTRACTOR's program. Any CLIENT shall not be removed from the program without prior authorization by the DFCS Program Coordinator.
- x. CONTRACTOR shall notify COUNTY via electronic mail, within thirty (30) days of the receipt of any payment that is incorrect. The COUNTY shall likewise notify the CONTRACTOR via electronic mail if it discovers any incorrect payment. COUNTY and CONTRACTOR will resolve any payment discrepancies within thirty (30) days of receipt of the notification. CONTRACTOR will be required to repay any excess funds and the COUNTY shall make every effort to pay CONTRACTOR any underpayment. In the event of a disagreement, both the COUNTY and CONTRACTOR shall comply with the provisions in Section 11466.22 of the Welfare & Institutions Code (Computation and Payment of Aid Grants) and Chapter 45 of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) to resolve such disagreement.
- y. In the event that COUNTY identifies an excess payment made to CONTRACTOR the term or within five (5) years after expiration of this Contract or Contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) days. In addition, CONTRACTOR shall return the excess payment to COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to the COUNTY.

Exhibit A-1: Program Provisions**8. 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: Contract Outputs and Outcomes.
- b. CONTRACTOR must submit to COUNTY a quarterly report using the form provided by the COUNTY. Instructions and training to complete the form can be found on https://www.sccgov.org/sites/ssa/dfcs/Pages/partners_training.aspx.
- c. CONTRACTOR will submit Quarterly Program Reports no later than the following dates for services performed during the preceding quarter:
 - 1) October 15, 2021
 - 2) January 14, 2022
 - 3) April 15, 2022
 - 4) July 15, 2022

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

The COUNTY may approve adjustments to the Scope of Services and Staffing Plan to ensure that the Work Plan is consistent with the Program Provisions and is in the best interest of the target population specified in the contract. Adjustments are intended to clarify the services and activities specified in the contract and are not formal contract amendments, as long as the adjustments do not modify the scope of work or total contract amount. The CONTRACTOR will submit sufficient written documentation to the COUNTY that clearly explains the requested adjustment(s) and the reason for the adjustment(s), and how the adjustment will impact service delivery to the clients. Adjustments will be approved, in writing by the COUNTY's designated representative or designee, and the CONTRACTOR's representative or designee.

10. 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.

11. ADJUSTMENT TO EXHIBIT E-1: FEE SCHEDULE

A budget adjustment can be made without a contract amendment if Contractor submits a written budget adjustment request to the COUNTY Contract Representative, or designee, and the request is approved by the COUNTY in writing. Any adjustment to the budget must align with the rates and policies set forth by the FCRB.

Exhibit A-1: Program Provisions

CONTRACTOR may request a budget revision by submitting the COUNTY's Budget Revision Request form to the 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 the CONTRACTOR.

12. ADJUSTMENT TO EXHIBIT F: 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 the CONTRACTOR and DFCS. Any adjustment can be made without a formal amendment to the contract.

13. SERVICE PROVIDED

- a. CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from the 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.

14. CONTRACT REPRESENTATIVES

- a. CONTRACTOR designates as **Leticia Galyean, Chief Operating Officer**, 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.

15. 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

Exhibit A-1: Program Provisions

b. To CONTRACTOR: Seneca Family of Agencies
Ken Berrick, Chief Executive Officer
8945 Golf Links
Oakland, CA 94605

16. COUNTY'S CONTRACT TRANSITION PROCESS

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

Agency: Seneca Family of Agencies

Project: Enhanced Intensive Treatment Foster Care

Provide the following information for each staff member performing under this contract.

Staff Name and Job Title	Activities Staff Person Will Perform	Education, Experience, and Qualifications	Language and Cultural Competence
1 Kim Wayne, 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, supervision and evaluation of all program leaders, and develops and maintains direct relationships with county and community partners.	<ul style="list-style-type: none"> Seneca Regional Executive Director (2019) Seneca Agency Director Diversity, Equity and Inclusion (2014-2019) Seneca Residential and School Based Program Director (since 2001-2015) 	<ul style="list-style-type: none"> Develop, lead and participate in agency/program DEI trainings
2 Matt Cammann, 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.	<ul style="list-style-type: none"> Seneca Santa Clara County Division Director (2020-Present) Seneca Pathfinder Academy: Program Director (2017-20), Assistant Principal (2015-17), Lead Teacher/Special Education Teacher (2012-15) Seneca Community Treatment Facility: Special Education Teacher/Teacher Associate (2009-12), Mental Health Counselor (2008-09) Master of Arts, Special Education (2014) Bachelor of Arts, Cognitive Science (2008) 	<ul style="list-style-type: none"> Attends DEI meetings and trainings within the agency
3 Verlesha Smith, Administrator (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) 15 years of experience in Social Services <p>Verlesha has extensive direct care and leadership experience in the children's mental health and social services systems. She has 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. Verlesha has 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

Staff Name and Job Title	Activities Staff Person Will Perform	Education, Experience, and Qualifications	Language and Cultural Competence
4 Sara Moses, 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) • Clinical Supervisor (2020-present) • 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
5 Alana Lopez, 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) • Seneca Differential Response Clinician (2020-2021) • Seneca Wraparound Facilitator (2015-2019) 	<ul style="list-style-type: none"> • Participates in DEI Trainings • Speaks Spanish
6 Alyssa King, Family Recruiter/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"> • BA Liberal Studies (2020) • Seneca Family Recruiter/Retention Specialist (2021) 	<ul style="list-style-type: none"> • Participates in agency DEI trainings
7 Adelene Miranda, Program Assistant	The responsibility of the Program Assistant/Health Information Specialist is to maintain client records with a focus on the quality assurance of the program. In addition, the Program Assistant/Health Information Specialist will maintain general operations of the program's administrative needs.	<ul style="list-style-type: none"> • BA Social Welfare • Ability to prioritize projects, with strong computer and communication skills. High Level of organizational and analytical skills • Seneca Program Assistant/Health Information Specialist (2019-present) • Seneca Crisis Stabilization Counselor (2019) • Camp Counselor (2019) at Place4Grace • Program Director at Teach in Prison: San Quentin State Prison (2017-2019) • BA Sociology, 2017 	<ul style="list-style-type: none"> • Bilingual in Spanish • Participates in DEI trainings
8 Nelly Abarca Vasquez, Sr. Administrative Assistant	The primary responsibility is to assist the Regional Executive Director in matters of communication and organization.	<ul style="list-style-type: none"> • Experience in leading support groups for youth as a Program Instructor for Girl Scouts of Northern California. • Over two years experience providing administrative support as a Program Assistant and Sr. Admin Assistant at Seneca. 	<ul style="list-style-type: none"> • Bilingual in Spanish • Participates in DEI trainings

Staff Name and Job Title	Activities Staff Person Will Perform	Education, Experience, and Qualifications	Language and Cultural Competence
9 Hanna Korynta, Program Analyst	<ul style="list-style-type: none"> Function as an additional resource to program leadership, bringing capacity to deeply understand the inter-workings and operations within a program, while working to establish and implement effective systems, policies, and practices and achieve better program outcomes. Engage with program leadership and staff to define operating priorities for programs and create plans to meet these priorities. 	<ul style="list-style-type: none"> Seneca Program Analyst (2020-Present) Seneca Quality Assurance Manager (2019-20) Seneca Lead Health Information Specialist (2015-19) Bachelor of Arts, Psychology (2015) 	<ul style="list-style-type: none"> Participates in DEI trainings
10 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 DEI trainings

NOTE: If there are any staffing changes during the contract term, Contractor must submit to the County a revised Staffing Plan. If the staffing change impacts any budget line items, you must also submit to the County a revised budget request form.

Agency Name: Seneca Family of Agencies
Project Name: Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program

FEE SCHEDULE

A	B	C
State Monthly Rate per Client *	Maximum Number of Clients per Month	Maximum Annual Budget
\$6,388	4	\$306,624

* Subject to adjustment by the State based on the California Necessity Index

**The total for "Column C - Maximum Annual Budget" should equal to the total for "Column B - State Fund" in the Budget Detail Worksheet

Agency Name: Seneca Family of Agencies

Project Name: Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program

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 Director	\$ 150,000.00	5.0%	12	\$ 7,500.00
Division Director	\$ 135,000.00	2.5%	12	\$ 3,375.00
Administrator (Director)	\$ 115,000.00	25.00%	12	\$ 28,750
Clinical Supervisor	\$ 94,984.00	4.17%	12	\$ 3,958
Clinicians	\$ 75,000.00	33.33%	12	\$ 25,000
Family Recruiter/ Retention Specialist	\$ 62,400.00	50%	12	\$ 31,200
Program Assistant	\$ 56,576.00	25%	12	\$ 14,144
Senior Administrative Assistant	\$ 66,524.64	5%	12	\$ 3,326
Program Analyst	\$ 80,000.00	5%	12	\$ 4,000
Facility Manager	\$ 75,000.00	2%	12	\$ 1,550
Total				\$ 122,803

*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 2021-2022

Exhibit E-1: Fee Schedule
Budget Detail

Agency Name: Seneca Family of Agencies

Project Name: Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program

Please provide summary of your ANNUAL budget for the program.

A	B	C	C	D
	State Fund	SSA Supplemental Fund	Behavioral Health Services Dept.	TOTAL
Direct Costs *				
Personnel Costs				
Salaries	\$ 122,803	\$ -	\$ 312,236	\$ 435,039
Payroll Taxes and Employee Benefits	\$ 33,157	\$ -	\$ 84,304	\$ 117,460
Subtotal Personnel Costs	\$ 155,960	\$ -	\$ 396,539	\$ 552,499
Operating Expenses				
Other Contract Services	\$ -	\$ -	\$ 27,991	\$ 27,991
Office Supplies	\$ 663	\$ -	\$ 663	\$ 1,326
Advertising and Marketing	\$ -	\$ -	\$ 24,000	\$ 24,000
Subscriptions and Dues	\$ 310	\$ -	\$ 620	\$ 930
Conference & Training	\$ 588	\$ -	\$ 1,738	\$ 2,326
Mileage Reimbursement	\$ 3,000	\$ -	\$ 5,463	\$ 8,463
Staff Recruitment	\$ 388	\$ -	\$ 775	\$ 1,163
Foster Family Recruitment	\$ -	\$ -	\$ 1,000	\$ 1,000
Facility Expense	\$ -	\$ 168,096	\$ 12,904	\$ 181,000
Utilities & Telephone	\$ 26,903	\$ 10,844	\$ 13,040	\$ 50,787
Building Maintenance and Supplies	\$ 18,000	\$ -	\$ 18,000	\$ 36,000
Equipment	\$ 2,235	\$ -	\$ 4,806	\$ 7,041
Treatment Supplies	\$ -	\$ -	\$ 9,600	\$ 9,600
Foster Family Fees	\$ 60,920	\$ 107,376	\$ 79,177	\$ 247,473
Subtotal Operating Expenses	\$ 113,007	\$ 286,316	\$ 199,777	\$ 599,100
Indirect Costs				
Administrative Overhead	\$ 37,657	\$ 40,084	\$ 82,816	\$ 160,558
Subtotal Indirect Costs	\$ 37,657	\$ 40,084	\$ 82,816	\$ 160,558
TOTAL	\$ 306,624	\$ 326,400	\$ 679,133	\$ 1,312,157
GRAND TOTAL	\$633,024		\$ 679,133	\$ 1,312,157

*The Grand Total for "Column B - Contract Amount" should equal to the maximum annual budget indicated in the Monthly Rate Worksheet

Santa Clara County
Social Services Agency

FY 2021-2022

Exhibit E-1: Fee Schedule
Budget Narrative

Agency Name: Seneca Family of Agencies

Project Name: Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program

Please provide an explanation for each line item in your proposed budget for the program. Narrative should be

Service Activities	Narrative
	<ul style="list-style-type: none"> Target Population: Dependent youth with intensive behavioral health needs Services: Four Enhanced ISFC/Professional Parent homes
Personnel Costs	
Salaries	All salaries calculated as Annual Salary x FTE.
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.
Administrator (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, supervision and evaluation of all program leaders, and develops and maintains direct relationships with county and community partners.
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.
Clinicians	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.
Family Recruiter/Retention Specialist	Facilitates all resource family recruitment efforts and leads support and resource family development.
Program Assistant	Provides general administrative and operational support to the program, including answering the phones, processing mail, maintaining purchase order requests, organizing reports and files, etc.
Senior Administrative Assistant	The primary responsibility is to assist the Regional Executive Director in matters of communication and organization.
Program Analyst	Functions as an additional resource to program leadership, bringing capacity to deeply understand the inter-workings and operations within a program, while working to establish and implement effective systems, policies, and practices and achieve better program outcomes. Engages with program leadership and staff to define operating priorities for programs and create plans to meet these priorities.

Santa Clara County
Social Services Agency

FY 2021-2022

Exhibit E-1: Fee Schedule
Budget Narrative

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.
Payroll Taxes and Employee Benefits	Payroll taxes and employee benefits are calculated at 27% of total payroll expenditures.
Operating Expenses	
Other 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.
Office Supplies	General office supply
Advertising and Marketing	Costs associated with advanced digital resource family recruitment and marketing.
Subscription and Dues	Costs associated with software licenses for all staff to facilitate virtual service provision as needed.
Conference & Training	Includes expenses associated with initial and ongoing training and professional development for staff.
Mileage Reimbursement	Reimbursement for miles traveled in personal vehicle providing services. Reimbursed at federal rate.
Staff Recruitment	Includes a proportional share of materials and supply cost associated with targeted staff recruitment strategies.
Foster Family Recruitment	Expenses associated with non-digital resource family recruitment strategies and resource parent support and development activities.
Facility Expense	Facility lease expense to support E-ITFC homes and Proportional share of facilities expense at Seneca's Santa Clara County regional headquarters.
Utilities & Telephone	Proportional share of utilities expense at Seneca's Santa Clara County regional headquarters and utilities expense at four E-ITFC homes. Includes purchase of cell phone and monthly plan for all staff to facilitate effective service delivery and communication. Also includes cost associated with landlines and internet service provided in Seneca provided resource family housing.
Building Maintenance and Supplies	Proportional share of building and maintenance expense at Seneca's Santa Clara County regional headquarters. Additionally includes building maintenance and supply cost at four E-ITFC leased homes.
Equipment	Equipment expense includes the cost of expendable equipment (small equipment items such as laptop computers to facilitate service delivery), equipment lease of large equipment such as agency-owned copier, and equipment repair, maintenance, and depreciation costs.
Vehicle Operating	Proportional share of fleet vehicle operating expenses for gas, regular maintenance, etc.
Vehicle Maintenance	Proportional share of fleet vehicle depreciation expense
Treatment Supplies	Treatment supplies for youth and families include supplies necessary to support youth treatment goals and promote placement stability.
Foster Family Fees	\$5,000 per month per resource family, including parent portion of ISFC rate, TFC parent stipend, 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 14% of each program’s direct costs on a monthly basis.

Santa Clara County
Social Services Agency

FY 2021-2022

Exhibit E-1: Fee Schedule
Resource Table

Agency Name: Seneca Family of Agencies

Project Name: Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program

A	B	C	D
Source of Funds	FY21-22 Amount	% of Total Funding	Commitment Code
Social Services Agency (SSA)*	\$ 326,400	25%	1
State Funding	\$ 306,624	23%	1
Other Sources:		0%	
Behavioral Health Services Dept.	\$ 679,133	52%	2
		0%	
		0%	
		0%	
		0%	
Total Funding Resources**	\$ 1,312,157	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 **FY21-22 Amount**, Column "B" should equal the **Grand Total** of Column "B" in the Budget Detail.

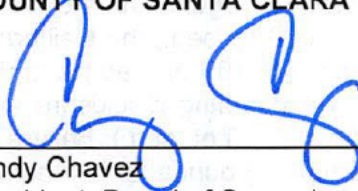
** The **Total Funding Resources** in Column "B" should equal the **Grand Total** of Column "D" in the Budget Detail.

CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND SENECA FAMILY OF AGENCIES

1. This Contract is between the County of Santa Clara (henceforth, COUNTY) and Seneca Family of Agencies (henceforth, CONTRACTOR) for the Enhanced Intensive Therapeutic Foster Care Program.
2. The parties agree to comply with the General Terms and Conditions contained in Articles I-V of this Contract and provisions contained in Exhibit A: Program Provisions, Exhibit B: Scope of Services, Exhibit C: BHSD Scope of Work, Exhibit D: Staffing Plan, Exhibit E: Fee Schedule, and Exhibit F: Contract Outputs and Outcomes, which are attached hereto and incorporated herein by this reference and made a part of this Contract.

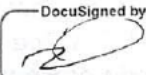
IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Contract.

COUNTY OF SANTA CLARA


Cindy Chavez
President, Board of Supervisors

Date: JUL 21 2020

CONTRACTOR

DocuSigned by:

E2A928A268D24D4

Ken Berrick, President and Chief Executive Officer
Seneca Family of Agencies

Date: 6/5/2020

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

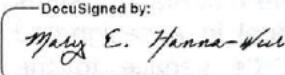
ATTEST:


Megan Doyle
Clerk of the Board of Supervisors

Date: JUL 21 2020

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:


0438EB802AF04CC

Mary E. Hanna-vveir, Deputy County Counsel

Date: 6/4/2020

Contract General Terms and Conditions

Article I General Terms

1. **TOTALITY OF CONTRACT**

This Contract represents all of the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract is binding upon the parties.

2. **AMENDMENTS**

All amendments or modifications must be in writing and signed by authorized representatives of all contracting parties.

3. **CONFLICTS OF INTEREST**

- a. CONTRACTOR shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the COUNTY.
- b. In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any CONTRACTOR or person having such an interest. CONTRACTOR, including but not limited to CONTRACTOR's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.
- c. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, CONTRACTOR shall, upon execution of this Agreement, provide the COUNTY with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to CONTRACTOR's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of CONTRACTOR's service to the COUNTY under this Agreement. CONTRACTOR shall immediately notify the COUNTY of the names and email addresses of any additional individuals later assigned to provide such service to the COUNTY under this Agreement in such a

capacity. CONTRACTOR shall immediately notify the COUNTY of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the COUNTY.

- d. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, CONTRACTOR shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act, including but not limited to those listed in subpart (ii) of the first sentence of this Section "Conflicts of Interest," filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

4. APPLICABLE LAWS AND VENUE

This Contract has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. In the event that suit is brought by either party, the parties agree that trial of such action shall be exclusively vested in a state court in the County of Santa Clara or, if federal jurisdiction is appropriate, in the United States District Court for the Northern District of California, San Jose, California.

5. SUBCONTRACTING AND ASSIGNABILITY

This Contract cannot be subcontracted or assigned without prior written approval of COUNTY. In the event of such approval, any sub-contract or assignment is subject to the same provisions for providing service as the Contract between COUNTY and CONTRACTOR. CONTRACTOR must monitor, evaluate, and account for the sub-CONTRACTOR(s) services and operations. Any assignment of this Contract or sub-contract entered into in violation of this provision by CONTRACTOR is void and CONTRACTOR will be held legally responsible.

6. WAIVER

The waiver of any breach of the terms hereof, or of any default hereunder, is not deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and does not affect the terms hereof. No waiver or modification is valid or binding unless in writing and signed by both parties.

7. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of COUNTY. None of the provisions of this Contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Contract. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

8. SEVERABILITY OF PROVISIONS

If any provision(s) of this Contract are held invalid, the remainder of this Contract remains in force.

**Article II
Fiscal Accountability and Requirements**

1. AVAILABILITY AND SUBSTITUTION OF FUNDS

- a. Notwithstanding any provision herein, this Contract is valid and enforceable only if sufficient funds are available. In the event of reduction, suspension, discontinuance, or other unavailability of funds, COUNTY unilaterally may take appropriate actions including, but not limited to, reducing existing service authorization, immediate termination of the Contract, or reducing the maximum dollar amount of this Contract with no liability occurring to the COUNTY.
- b. The COUNTY may substitute State or Federal funds for funds appropriated by the Board of Supervisors for payments to be made pursuant to this Contract. CONTRACTOR will then be bound by the requirements of any State or Federal grant contracts, statutes, regulations, guidelines, or directives associated with the funds.

2. COMPENSATION TO CONTRACTOR

Compensation method shall be fee for service.

3. DISALLOWED COSTS

- a. CONTRACTOR is liable for any funds expended that are not in accordance with this Contract, including, but not limited to, disallowed costs, violation, and/or default of Contract. CONTRACTOR will repay COUNTY disallowed costs, violation and/or default amounts within ninety (90) days of discovery of these costs. This provision survives the termination of this Contract.
- b. If funding under this Contract are from Federal sources, such funds may not be used by CONTRACTOR, either directly or indirectly, as a contribution for the purpose of obtaining any Federal funds under any Federal programs. An indirect use of such funds to match Federal funds is defined as: "the allocation by CONTRACTOR of funds received under this Contract to a non-matching expenditure, thereby releasing or displacing other of its funds for the purpose of matching Federal funds."

4. FINANCIAL RECORDS

- a. CONTRACTOR will establish and maintain a system of financial controls and accounting in conformance with Generally Accepted Accounting Principles (GAAP).
- b. CONTRACTOR must maintain accurate and complete financial records of all costs and operating expenses in connection with this Contract including, but not limited to subcontracts, invoices, timecards, cash receipts, vouchers, canceled checks, bank Statements, and other official documentation indicating in proper detail the nature and propriety of all costs incurred, and reimbursed by COUNTY.
- c. The financial records must show that funds received under this Contract are used

for purposes consistent with the terms of this Contract.

Article III

Reporting, Records, Audit, Evaluations, and Termination

1. INSPECTION AND AUDIT

- a. All records, books, reports, and documentation maintained by CONTRACTOR pursuant to this Contract, or related to the CONTRACTOR's activities and expenditures under this Contract, will be open for inspection and audit by Federal, State, and County officials, or their agents, upon demand at reasonable times. Such records must be kept in the State of California for the retention period specified in this Contract. This provision survives the termination of this contract.
- b. CONTRACTOR will provide the Federal, State, or County officials, or their agents' reasonable access, through representatives of CONTRACTOR, to facilities, records, clients, and employees that are used in conjunction with the provision of contract services, except where prohibited by Federal or State laws, regulations or rules.
- c. CONTRACTOR must submit to COUNTY audited financial reports conducted by an independent certified public accountant no later than four (4) months after the end of the last month of the contract term, indicating that reported costs are actual, reasonable, necessary, allowable, and computed in accordance with GAAP and provisions stipulated in this Contract. In addition, the CONTRACTOR must submit any management letters or management advisory letters that apply to the CONTRACTOR's agency audit. COUNTY has the discretion to only require an audit report every two (2) years.
- d. COUNTY may elect to accept an audit report in accordance with GAAP conducted to meet compliance requirements of other funding entities in the event all of the above provisions are met.

2. REPORTING REQUIREMENTS

- a. CONTRACTOR must maintain complete and accurate records of its operation, including any and all records required by COUNTY relating to matters covered by this Contract, including, but not limited to, financial records, supporting documents, client statistical records, personnel and all other pertinent records. COUNTY may receive copies of any and all such records upon request.
- b. CONTRACTOR must submit to COUNTY a compensation claim on forms approved by COUNTY Social Services Agency, as outlined in Article II.
- c. CONTRACTOR must assist COUNTY in meeting COUNTY's reporting requirements to the State and other agencies with respect to CONTRACTOR's work hereunder. This cooperation includes assisting COUNTY to prepare evaluations required by the State or Federal governments regarding services provided by CONTRACTOR under this Contract. CONTRACTOR must submit to COUNTY any and all reports that may be required by COUNTY concerning CONTRACTOR's performance under this Contract.

- d. Upon COUNTY's request, CONTRACTOR must provide COUNTY evidence of CONTRACTOR's capacity to perform under this Contract, its compliance with applicable statutes and regulations, and its compliance with the terms and conditions of this Contract.
 - e. All records, books, reports and documentation must be retained in the State of California by CONTRACTOR for four (4) years after termination of this Contract; or until all Federal, State and County audits are completed; or until all disputes, litigation, or claims are resolved; whichever is later. All such records, books, reports and documentation must be transmitted to the COUNTY of Santa Clara, Social Services Agency in the event that CONTRACTOR goes out of business during the period in which records are required to be maintained. This provision survives the termination of this contract.
 - f. CONTRACTOR must within 30 calendar days advise the COUNTY of 1) the issuance of any legal complaint by an enforcement agency, or any enforcement proceedings by any Federal, State or local agency for alleged violations of Federal, State or local rules, regulations or laws, and/or 2) the issuance of citations, court findings or administrative findings for violations of applicable Federal, State or local rules, regulations or laws.
 - g. CONTRACTOR guarantees that it, its employees, contractors, subcontractors or agents are not suspended or debarred from receiving Federal fund as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration (<https://www.sam.gov/>). CONTRACTOR must within 30 calendar days advise the COUNTY if it, its employees, contractors, subcontractors or agents become suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration during the term of this Agreement.
3. **RESPONSIBILITY FOR AUDIT EXCEPTIONS**
CONTRACTOR accepts responsibility for receiving, replying to, and complying with any audit exceptions by appropriate Federal, State, or County, audit agencies.
4. **MONITORING AND EVALUATION**
- a. COUNTY's Social Services Agency will monitor the work performed and financial operations conducted under this Contract to determine whether CONTRACTOR's operation conforms to County policy, Federal and State statutes and regulations, and to the terms of this Contract.
 - b. COUNTY may conduct participant interviews to determine program compliance.
 - c. CONTRACTOR agrees to participate in and cooperate with studies and surveys COUNTY deems necessary to meet its monitoring and evaluation responsibility.
 - d. CONTRACTOR must furnish all data, Statements, records, information, and reports necessary for COUNTY to monitor, review, and evaluate the performance of the program and its components. Performance evaluations will examine the following

five factors: 1) fiscal accountability; 2) completion of work within a given time frame; 3) ability and effort to meet the performance criteria; 4) quality of services; and 5) a recommendation for future contracting with the CONTRACTOR.

- e. If, in the course of monitoring and evaluation, COUNTY discovers any practice, procedure or policy of CONTRACTOR that deviates from the terms of this Contract; that violates State or Federal statutes or regulations; that threatens the success of the program carried on pursuant to this Contract, or that jeopardizes the fiscal integrity of said program, COUNTY may impose reasonable funding restrictions upon notice specifying the nature of the restrictions(s), reasons for imposition, the corrective action that must be taken before they will be removed, time allowed for completing the corrective action, and method of requesting reconsideration.
- f. CONTRACTOR must respond in writing to any discrepancies, violations, or deficiencies identified by COUNTY within ten (10) days.

5. CORRECTIVE ACTION PROCEDURE

- a. Upon receipt by COUNTY of information regarding a failure by CONTRACTOR to comply with any provision of this Contract, COUNTY has the right to forward to CONTRACTOR a notice of COUNTY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CONTRACTOR may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY has the right to require the presence of CONTRACTOR's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering corrective action.
- b. After issuing such notice, and after considering CONTRACTOR's response, if any, COUNTY may forward to CONTRACTOR a set of specific corrective actions recommended and a timetable for implementing the specified corrective actions recommended. Following implementation of the corrective actions, CONTRACTOR will forward to COUNTY, within the time specified by COUNTY, any verification required by COUNTY regarding the corrective actions.
- c. In the event CONTRACTOR does not implement the corrective actions recommended in accordance with the corrective actions timetable, COUNTY may suspend payments hereunder or immediately terminate this Contract without further notice to CONTRACTOR.

6. TERMINATION

- a. Termination for Convenience
COUNTY and/or CONTRACTOR may request a termination of convenience (without cause) by notifying the other party in writing 30 calendar days prior to the effective date of termination.
- b. Termination for Cause
COUNTY may, at any time, elect to suspend or terminate this Contract or withhold payments to CONTRACTOR, in whole or in part, for cause, by giving written notice specifying the effective date and scope of such termination. Cause includes, but is not limited to the following:

- i. CONTRACTOR failure to comply with any contract provision;
- ii. CONTRACTOR fails to meet the performance criteria of this Contract;
- iii. COUNTY deems CONTRACTOR's performance unsatisfactory COUNTY for any reason, in COUNTY'S sole and absolute discretion.
- iv. Litigation is pending with respect to the CONTRACTOR's performance under this Contract that may jeopardize or adversely affect services;
- v. CONTRACTOR is the subject of a voluntary or involuntary proceeding under the Bankruptcy Act;
- vi. CONTRACTOR submits to COUNTY any reports that are incorrect or incomplete in any material respect, or fails to file timely reports; or,
- vii. CONTRACTOR is suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

c. Terminations

In the event of any termination, all finished or unfinished documents, data, studies, reports, and materials (Materials) prepared by the CONTRACTOR under this Contract becomes the property of the COUNTY and will be promptly delivered to the COUNTY. Upon termination, the CONTRACTOR may make and retain a copy of such Materials. CONTRACTOR may be compensated based on the completion of services provided, as solely and reasonably determined by COUNTY.

7. NON-EXCLUSIVE REMEDIES

The remedies listed in this Contract are non-exclusive, and COUNTY retains all other rights and remedies it may have under general law, including the right to terminate the Contract immediately without advance notice if CONTRACTOR becomes unable to perform its obligations under this Contract.

Article IV Statutes, Regulations, and Policies

1. COMPLIANCE WITH STATUTES AND REGULATIONS

- a. CONTRACTOR will comply with all Federal, State and local statutes, laws, rules, regulations, codes, and ordinances, (Laws) effective at the inception of the Contract and that become effective during the Term of this Contract relating to its performance under this Contract. To the extent that Laws are in conflict with provisions of this Contract, the Laws prevail. CONTRACTOR will also provide services under the Contract in accordance with the resolutions, policies, procedures, directives and guidelines issued by the COUNTY Board of Supervisors or the Social Services Agency.
- b. CONTRACTOR will comply with all applicable subsequent amended or added Federal, State, and local Laws and execute amendments necessary to implement such Laws.
- c. CONTRACTOR recognizes the mandatory standards and policies relating to energy efficiency in the State energy conservation plan (Title 24, California Administrative Code).

- d. For Contracts over \$100,000 CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857 (h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- e. CONTRACTOR must establish procedures assuring that any person's complaints and grievances against CONTRACTOR regarding the delivery of services under this Contract are promptly addressed and fairly resolved.

2. **NONDISCRIMINATION OF EMPLOYMENT**

- a. CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102.
- b. For Contracts over \$10,000 CONTRACTOR agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFP Part 60).
- c. During the performance of this Contract, CONTRACTOR and its SUBCONTRACTORS must not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of:
 - i. Age (40 and above),
 - ii. Ancestry,
 - iii. Color,
 - iv. Disability (Mental and Physical) including HIV and AIDS,
 - v. Ethnic Group Identification,
 - vi. Family and Medical Care Leave,
 - vii. Marital Status,
 - viii. Medical Condition (cancer/genetic characteristics),
 - ix. National Origin,
 - x. Pregnancy Disability Leave,
 - xi. Political Belief,
 - xii. Race,
 - xiii. Reasonable Accommodation,
 - xiv. Religious Creed,
 - xv. Sex/Gender, or
 - xvi. Sexual Orientation.
- d. CONTRACTOR and SUBCONTRACTORS ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- e. CONTRACTOR and SUBCONTRACTORS comply with the provisions of the Fair

Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulation promulgated hereunder (California Code Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a) - (f), are incorporated into this Contract by reference and made a part hereof as if set forth in full (California code Regulations, Title 2, Section 7285.0 et seq.).

- f. CONTRACTOR and its SUBCONTRACTORS will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- g. CONTRACTOR must include the non-discrimination and compliance provisions of this clause in all SUBCONTRACTS to perform work under this Contract.

3. NONDISCRIMINATION OF SERVICES

- a. CONTRACTOR ensures that services provided under this Contract are nondiscriminatory and that no person is denied services or subjected to discrimination under any program or activity because of:

- i. Age (40 and above),
- ii. Ancestry,
- iii. Color,
- iv. Disability (Mental and Physical) including HIV and AIDS,
- v. Ethnic Group Identification,
- vi. Marital Status,
- vii. Medical Condition (cancer/genetic characteristics),
- viii. National Origin,
- ix. Political Belief,
- x. Race,
- xi. Reasonable Accommodation,
- xii. Religious Creed,
- xiii. Sex/Gender, or
- xiv. Sexual Orientation.

- b. CONTRACTOR may exclude an individual or group when the services of a program are restricted to a specific class of individuals or group and included as a provision of this Contract.
- c. CONTRACTOR ensures that its appropriate personnel involved in providing services are educated regarding AIDS and HIV infection.

4. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

CONTRACTOR hereby assigns to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the CONTRACTOR for sale to the COUNTY pursuant to this Contract.

5. **COUNTY NO-SMOKING POLICY**

CONTRACTOR and its employees, agents and subcontractors, shall comply with the COUNTY's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all COUNTY-owned and operated health facilities, (2) within 30 feet surrounding COUNTY-owned buildings and leased buildings where the COUNTY is the sole occupant, and (3) in all COUNTY vehicles.

6. **FOOD AND BEVERAGE STANDARDS**

- a. Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by CONTRACTOR with COUNTY funds for COUNTY-sponsored meetings or events.
- b. If food is to be provided, healthier food options must be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, CONTRACTOR shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the CONTRACTOR should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.
- c. If beverages are to be provided, beverages that meet the COUNTY's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

7. **CONTRACTING PRINCIPLES**

CONTRACTOR agrees to comply with the COUNTY's Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that CONTRACTOR be a fiscally responsible entity and treat its employees fairly. CONTRACTOR is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the COUNTY copies of any financial audits that have been completed during the term of the contract; and (4) upon the COUNTY's request, provide the COUNTY reasonable access, through representatives of the CONTRACTOR, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules. Refer to:

https://www.sccgov.org/sites/scc/Documents/Type_I_or_Type_II_Contractors.pdf

8. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

9. MAINTENANCE OF SOFTWARE

If CONTRACTOR is provided with "remote access", defined as the act of connecting to a COUNTY attached information technology system from a non-county attached system through a public network, CONTRACTOR will maintain and use its non-county system, hardware, and software in compliance with COUNTY standards and policies set by the COUNTY Information Services Department.

10. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "ELECTRONIC COPY OF A SIGNED CONTRACT" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "ELECTRONICALLY SIGNED CONTRACT" means a contract that is executed by applying an electronic signature using technology approved by the COUNTY.

11. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

- a. Compliance with All Laws. CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- b. Compliance with Non-Discrimination and Equal Opportunity Laws: CONTRACTOR shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, CONTRACTOR shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall CONTRACTOR discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression,

sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

- c. Compliance with Wage and Hour Laws: CONTRACTOR shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.
- d. Definitions: For purposes of this Section, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- e. Prior Judgments, Decisions or Orders against CONTRACTOR: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS THAT (A) WERE ISSUED IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT BY A COURT, AN INVESTIGATORY GOVERNMENT AGENCY, ARBITER, OR ARBITRATION PANEL AND (B) FOUND THAT CONTRACTOR VIOLATED AN APPLICABLE WAGE AND HOUR LAW OR PAY EQUITY LAW. CONTRACTOR FURTHER AFFIRMS THAT IT HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH FINAL JUDGMENTS, DECISIONS, DETERMINATIONS, OR ORDERS.
- f. Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, CONTRACTOR receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then CONTRACTOR shall promptly satisfy and comply with any such Final Judgment. CONTRACTOR shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. CONTRACTOR shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and,

accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

- g. Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to CONTRACTOR's records, CONTRACTOR shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, CONTRACTOR shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during CONTRACTOR's normal business hours upon no less than 10 business days' advance notice.
- h. Pay Equity Notification: CONTRACTOR shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to CONTRACTOR for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of any applicable pay equity Laws, or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of CONTRACTOR's Employees and Job Applicants.
 - i. Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
 - ii. Suspend or terminate any or all parts of this Agreement.
 - iii. Withhold payment to CONTRACTOR until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - iv. Offer CONTRACTOR an opportunity to cure the breach.
- i. Subcontractors: CONTRACTOR shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

12. **LIVING WAGE (If Applicable)**

- a. Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention,

fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If CONTRACTOR and/or a subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- i. Suspend, modify, or terminate the Direct Services Contract.
 - ii. Require the CONTRACTOR and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
 - iii. Waive all or part of Division B36 or the Living Wage Policy.
- b. This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, CONTRACTOR certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

13. COUNTY DATA & CONFIDENTIALITY

- a. Definitions: "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.
- b. Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.
- c. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.
- d. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing

within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.

- e. Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.
- f. Contractor must require its employees and all persons performing services at its direction to comply with all applicable privacy laws and regulations, including but not limited to the provisions of Sections 827 and 10850 et seq. of the Welfare and Institutions Code (WIC) and California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19 Regulations.
 - i. All applications and records concerning any individual receiving services pursuant to this contract are confidential and are not open to examination for any purpose not directly connected with the administration, performance compliance, monitoring or auditing of the program.
 - ii. No person may publish, disclose, use, or permit or cause to be published or disclosed; any confidential information pertaining to services, except as is provided by law.
- g. Upon the disclosure of confidential information, inadvertent or otherwise, the County may terminate this contract immediately and take legal action against Contractor. Any person who knowingly and intentionally violates the provisions stated above is guilty of a misdemeanor and the County intends to prosecute such violators to the full extent of the law.
- h. Contractor will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions. All provisions of Article IV, Section 13. survive the termination of this contract.

14. CALIFORNIA PUBLIC RECORDS ACT

- a. The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If CONTRACTOR's proprietary information is contained in documents or information submitted to County, and CONTRACTOR claims that such information falls within one or more CPRA

exemptions, CONTRACTOR must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to CONTRACTOR prior to such disclosure. If CONTRACTOR contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If CONTRACTOR fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

- b. CONTRACTOR further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the CONTRACTOR.

Article V Insurance Requirements For Standard Contracts Above \$100,000

1. INDEMNITY

The CONTRACTOR shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The CONTRACTOR shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

2. INSURANCE

Without limiting the CONTRACTOR's indemnification of the County, the CONTRACTOR shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

a. Evidence of Coverage

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

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The CONTRACTOR shall not receive a Notice to

Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

b. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

c. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

d. Insurance Required

i. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a) Each occurrence - \$1,000,000
- b) General aggregate - \$2,000,000
- c) Products/Completed Operations aggregate -\$2,000,000
- d) Personal Injury - \$1,000,000

ii. General liability coverage shall include:

- a) Premises and Operations
- b) Products/Completed
- c) Personal Injury liability
- d) Severability of interest

iii. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the CONTRACTOR shall be notified by the contracting department of these requirements.

iv. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

iva. Aircraft/Watercraft Liability Insurance (Required if CONTRACTOR or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

v. Workers' Compensation and Employer's Liability Insurance

- a) Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b) Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

e. Special Provisions

The following provisions shall apply to this Agreement:

- i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the CONTRACTOR and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONTRACTOR pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- ii. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the CONTRACTOR. However, this shall not in any way limit liabilities assumed by the CONTRACTOR under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
- iii. Should any of the work under this Agreement be sublet, the CONTRACTOR shall require each of its subcontractors of any tier to carry the aforementioned coverages, or CONTRACTOR may insure subcontractors under its own policies.

- iv. The County reserves the right to withhold payments to the CONTRACTOR in the event of material noncompliance with the insurance requirements outlined above.
- f. Fidelity Bonds (Required only if CONTRACTOR will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, CONTRACTOR will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, CONTRACTOR will notify County immediately, and County may withhold further payment to CONTRACTOR until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

Exhibit A: Program Provisions

CONTRACTOR : Seneca Family of Agencies
PROGRAM : Enhanced Intensive Therapeutic Foster Care (E-ITFC)

1. SCOPE OF WORK

- a. CONTRACTOR shall use **four (4)** of its Intensive Service Foster Care (ISFC) homes as Enhanced Intensive Therapeutic Foster Care (E-ITFC) homes to eligible children and youth (CLIENTS) referred by the Department of Family and Children Services (DFCS) of the Social Services Agency (SSA) the ITFC program.
- b. CONTRACTOR will provide ITFC services pursuant to the specific terms and conditions outlined in:
 - i. Exhibit B: Scope of Services;
 - ii. Exhibit C: BHSD Scope of Work;
 - iii. Exhibit D: Staffing Plan;
 - iv. Exhibit E: Fee Schedule; and
 - v. Exhibit F: 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: Contract Outputs and Outcomes.

3. TERM OF CONTRACT

The term begins on **July 1, 2020**, and expires on **June 30, 2021**, unless terminated earlier or otherwise amended, with four (4) one-year extension options.

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**, based on the monthly rate of **\$13,091** broken down as follows:

Funding Source	Amount
ISFC Rate	\$ 6,291
SSA Supplemental Funding	\$ 6,800
Total	\$ 13,091

Exhibit A: Program Provisions

- b. The ISFC rate of **\$6,291** per home is based on the amount 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.

5. BUDGET CONTINGENCY

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

6. INVOICES AND COMPENSATION TO CONTRACTOR

- a. The CONTRACTOR shall maintain a Family Finding Agency (FFA) State license, a FCRB ISFC rate and authorization for payment throughout the term of the contract. CONTRACTOR shall provide a copy of the current rate letter to the COUNTY upon execution of the contract. CONTRACTOR shall also immediately inform and provide the COUNTY a copy of the letter for any changes to the rate.
- b. The COUNTY agrees to pay and CONTRACTOR agrees to accept as full compensation for performance of services under this Agreement based on the monthly rate per home as stated in Section 4 of this Exhibit. The monthly rate includes all expenses as outlined on Exhibit E: Fee Schedule.
- c. Payment to CONTRACTOR shall be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- d. Placement lasting less than a full month shall be prorated. Placement shall commence the day the CLIENT is placed with CONTRACTOR and terminate the day before the CLIENT is removed.
- e. The Therapeutic Resource Parent shall be entitled to accrue up to two weeks of paid breaks in between placements. Payment for the accrued breaks shall be sourced and prorated from the SSA supplemental funding.

Exhibit A: Program Provisions

- f. The number of accrued paid breaks shall be based on the number of placement days of the last placed CLIENT, as follows:

Days of Placement	1	5	10	15	20	25	30	60	90	12	150	180	182
Days of Break	0	0	1	1	2	2	2	5	7	9	12	14	14

- g. CONTRACTOR shall complete and submit invoices in arrears for services to COUNTY in a form approved or provided by COUNTY, by the fifteenth (15th) calendar day of each month for the preceding month in which services were performed. Prior to submittal, invoices 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.
- h. CONTRACTOR will get paid upon receiving an accurate account and invoice for expenses from services rendered. These expenses shall be reviewed be in accordance with following 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.
- b. If the invoice 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 invoice.
- c. 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.
- d. When CONTRACTOR is requested and agrees to hold a bed open for a CLIENT, CONTRACTOR shall document COUNTY's agreement to pay for the open bed in the CLIENT's record and shall request a written email or faxed confirmation from the Program Coordinator at the Department of Family and Children's Services (DFCS). Payment shall be limited to the maximum number of hold days provided by DFCS Program Coordinator.

Exhibit A: Program Provisions

- e. Should CONTRACTOR, after having a CLIENT admitted to a psychiatric or medical hospital, unilaterally decide not to take the CLIENT back, all payments made to CONTRACTOR to keep the space available for that CLIENT shall be returned immediately to COUNTY by CONTRACTOR, unless otherwise agreed to by COUNTY and CONTRACTOR in writing.
- f. CONTRACTOR shall notify the DFCS TFH COORDINATOR whenever a CLIENT leaves CONTRACTOR's program. Any CLIENT shall not be removed from the program without prior authorization by the DFCS Program Coordinator.
- g. CONTRACTOR shall notify COUNTY via electronic mail, within thirty (30) days of the receipt of any payment that is incorrect. The COUNTY shall likewise notify the CONTRACTOR via electronic mail if it discovers any incorrect payment. COUNTY and CONTRACTOR will resolve any payment discrepancies within thirty (30) days of receipt of the notification. CONTRACTOR will be required to repay any excess funds and the COUNTY shall make every effort to pay CONTRACTOR any underpayment. In the event of a disagreement, both the COUNTY and CONTRACTOR shall comply with the provisions in Section 11466.22 of the Welfare & Institutions Code (Computation and Payment of Aid Grants) and Chapter 45 of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) to resolve such disagreement.
- h. In the event that COUNTY identifies an excess payment made to CONTRACTOR the term or within five (5) years after expiration of this Contract or Contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) days. In addition, CONTRACTOR shall return the excess payment to COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to the COUNTY.
- i. CONTRACTOR is responsible for the accuracy of vouchers submitted to COUNTY. It is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the vouchers submitted.
- j. The 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.
- k. 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

Exhibit A: Program Provisions

effort on the part of the CONTRACTOR, and the CONTRACTOR will have no claim whatsoever against COUNTY.

- I. CONTRACTOR must participate in a closeout period at the end of the 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.
- m. 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.

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: Contract Outputs and Outcomes.
- b. CONTRACTOR must submit to COUNTY a quarterly report using the form provided by the COUNTY. Instructions and training to complete the form can be found on https://www.sccgov.org/sites/ssa/dfcs/Pages/partners_training.aspx.
- c. CONTRACTOR must submit the report by the tenth (10th) working day after each quarter for services performed during the preceding quarter.
- d. Quarterly Program Reports - CONTRACTOR will submit Quarterly Program Reports no later than the following dates:
 - 1) October 14, 2020
 - 2) January 14, 2021
 - 3) April 14, 2021
 - 4) July 14, 2021

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

The COUNTY may approve adjustments to the Scope of Services and Staffing Plan to ensure that the Work Plan is consistent with the Program Provisions and is in the best interest of the target population specified in the contract. Adjustments are intended to clarify the services and activities specified in the contract and are not formal contract amendments, as long as the adjustments do not modify the scope of work or total contract amount. The CONTRACTOR will submit sufficient written documentation to the COUNTY that clearly explains the requested adjustment(s) and the reason for the

Exhibit A: Program Provisions

adjustment(s), and how the adjustment will impact service delivery to the clients. Adjustments will be approved, in writing by the COUNTY's designated representative or designee, and the CONTRACTOR's representative or designee.

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: FEE SCHEDULE

A budget adjustment can be made without a formal contract amendment as long as the adjustment is based on the approval by the FCRB.

11. ADJUSTMENT TO EXHIBIT F: 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 the 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 the 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 as **Leticia Galyean, Chief Operating Officer**, 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

Exhibit A: Program Provisions

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
Ken Berrick, Chief Executive Officer
8945 Golf Links
Oakland, CA 94605

15. COUNTY'S CONTRACT TRANSITION PROCESS

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

CONTRACTOR : Seneca Family of Agencies
PROGRAM : Enhanced Intensive Therapeutic Foster Care Program

I. SCOPE OF WORK

1. The intent of the COUNTY is to partner with CONTRACTOR to ensure coordinated service delivery and adhere to the intent of the COUNTY's Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program. E-ITFC shall serve an eligible child or youth (CLIENTS) with intensive treatment needs in home-based placements with specially trained and supported caregivers. Under the E-ITFC Program, CONTRACTOR shall set aside and use 4 of its approved Intensive Services Foster Care (ISFC) with increased level of specialty mental health services funded through BHSD and a Therapeutic Parent support.
2. CONTRACTOR shall place CLIENTS and his/her child, if any, in E-ITFC homes where they will be one dedicated set of Therapeutic Parents who shall take on the role of a resource parent. The Therapeutic Parents shall be supported by a treatment team which shall provide additional specialty clinical services to address the intensive behavioral health challenges. The Therapeutic Parents shall have educational, work, and/or lived experience, , including training and completion of necessary requirements to provide Therapeutic Foster Care (TFC) services to the child/youth, and will commit to providing unconditional care for the CLIENTS regardless of any behavioral challenges that emerge, with a no eject, no reject policy. Under this program, at least one of the parents will not be working outside the home to ensure 24/7 availability to respond to CLIENT needs.
3. E-ITFC homes will be supplemented with more comprehensive, intensive, culturally- and trauma-informed mental health services through a separate contract with BHSD. Clinicians, support counselors, and family partner will also readily be available to provide home, school, or community-based support, 24 hours per day, seven days per week. 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 the CONTRACTOR and Behavioral Health Services Department (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.
4. E-ITFC is a temporary and time-limited placement with 24-hour care for children who may have 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.

II. SERVICE MISSION AND GOALS

- A. The E-ITFC Program is part of the County's shared values and mission for all children and youth in its legal conservatorship 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, the County shares the common goal to maintain the safety, well-being, and healthy development of children and youth 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, children and youth 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 E-ITFC placement and services to eligible child or non-minor dependent (NMD) in 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 Group Home congregate care or are in the process of stepping down from such congregate care and require more intensive services to stabilize in a community setting. Eligible CLIENTS must meet the following criteria:
1. Are full-scope Medi-Cal (Title XIX) eligible;
 2. Have an open DFCS and/or Probation services case;
 3. Meet the medical necessity criteria for Specialty Mental Health Services (SMHS);
 4. Currently in or being considered for Wraparound, Full Service Partnership (FSP) Intensive Field Capable Clinical Services (IFCCS), ISFC, specialized care rate due to behavioral health needs or other intensive Medi-Cal services, including but not limited to therapeutic behavioral services or crisis stabilization/intervention; and
 5. Have experienced placement disruptions within 12 months due to behavioral health needs.
- B. Eligible clients must be Residents of Santa Clara County, including residents who may be returning from out of county. They can be individuals or siblings, pregnant and/or parenting with children.

Exhibit B: Scope of Services

- C. CONTRACTOR shall provide the services to CLIENTS under the “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 Title 22, Division 6, Chapter 8.8, Article 9, Subchapter 1, Section 88201 (3)(A), 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.

IV. REFERRAL PROCESS

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 E-ITFC Program. Prior to referral, all CLIENTS referred to the program shall have a completed level of care (LOC) assessment indicating the need for more intensive E-ITFC services than the regular ITFC and ISFC.

V. SERVICE DESCRIPTION

Under the E-ITFC program, CONTRACTOR shall provide the following services:

A. ISFC Placement and Supportive Core Services

1. CONTRACTOR shall provide an ISFC-approved home which shall serve as an E-ITFC unit that will house the CLIENT and the Therapeutic Parents.
2. CONTRACTOR shall recruit and train Therapeutic Parents who shall take on the role and functions of an ISFC resource parents in providing the necessary core services and supports that are identified in the individual needs and services plan. Therapeutic Parents, who may be couples or single parenting, shall provide safe, consistent and structured home environment for CLIENTS 24 hours a day, 7 days a week. Therapeutic Parents shall utilize trauma-informed approaches to support youth in improving communication and emotional management skills. They shall also work with the treatment team to address behavioral and emotional needs of the youth.
3. No more than one CLIENT shall be placed in an approved E-ITFC family home unless the CONTRACTOR provides the placing or participating county welfare department

Exhibit B: Scope of Services

- with a written assessment of the risk and compatibility of placing together two children who are emotionally disturbed or have a serious behavioral problem.
4. Two or more CLIENTS, who are siblings or parenting with child(ren) may be placed together in the same E-ITFC family home if the placement is approved by the IPC or designee. However, there shall be no more than a total of five children living in an approved family home with two adults, and there shall be no more than a total of three children living in an approved family home with one adult, except in cases where children living in the home other than those placed pursuant to this chapter are 15 years of age or older pursuant to Section 18358.15(b) of the Welfare Institutions Code (WIC).

B. Supplemental Specialty Mental Health Services

CONTRACTOR shall supplement the ISFC supportive services with additional and more intensive mental health services, including training and fulfillment of requirements for the resource parent to provide Therapeutic Foster Care (TFC) services. CONTRACTOR shall support the ISFC Resource/TFC 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.

VI. SERVICE REQUIREMENTS**A. ISFC Placement and Supportive Services Requirements**

1. CONTRACTOR shall provide the ISFC placement and core services pursuant to the requirements set forth in the CONTRACTOR's Memorandum of Understanding (MOU) with the COUNTY's Social Services Agency (SSA) for ISFC. CONTRACTOR must have a current and operable ISFC MOU with the COUNTY to continue delivering the E-ITFC services.
2. CONTRACTOR shall also provide the placement and core services pursuant to the following State laws, regulations and codes, and any subsequent amendments thereto, that apply to the delivery of ISFC program:
 - a. California Manual of Policies and Procedures, Title 22, including:
 - 1) Division 6, Chapter 1. (*General Licensing Requirements*), Chapter 4, (*Small Family Homes*), and Chapter 8.8 (*Foster Family Agencies*) for the Foster Home requirements;
 - 2) Division 6, Chapter 9.5, Subchapter 1, (*Foster Family Homes*) for Non-Minor Dependents; and
 - 3) 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. United States District Court, Central District of California, Case No. CV-02-05662 AHM (ShX), KATIE A. et. al. vs. LOS ANGELES COUNTY.

Exhibit B: Scope of Services

3. The Therapeutic 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.
4. At least one of the parents will not be working outside the home to ensure 24/7 availability to respond to CLIENT needs.
5. CONTRACTOR shall provide Therapeutic Parents with regular and scheduled respite. CONTRACTOR shall ensure that services are not disrupted during the scheduled respite of the Therapeutic Parents.
6. CONTRACTOR shall develop and implement a specific resource parent support plan that includes respite care, or substitute caregiver, system for ISFC resource parents that organizes and delivers regular and continuous opportunities for self-care and personal breaks throughout the time they are caring for ISFC child/youth/NMDs 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.
7. CONTRACTOR shall ensure that the ISFC team documents appropriate respite plan and implementation strategies for each ISFC child/youth/NMD and ISFC 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 child/youth/NMDs, ISFC team, and CFT on a quarterly basis or more 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.
8. CONTRACTOR may designate one of its ISFC Resource Home as Respite Home where the child or youth 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.
9. Therapeutic Resource Parent shall be entitled to accrue up to two weeks of paid breaks upon in between placements. The number of accrued paid breaks shall be based on the number of placement days of the last placed CLIENT, as follows:

Days of Placement	1	5	10	15	20	25	30	60	90	12	150	180	182
Days of Break	0	0	1	1	2	2	2	5	7	9	12	14	14

10. Payment for the accrued breaks shall be sourced from the SSA supplemental funding and shall not be from ISFC and TFC funding. If a break, or portion of a break is not utilized, it will be added onto the next break or forfeited.

B. Supplemental Specialty Mental Health Services Requirements

1. CONTRACTOR shall provide the supplemental specialty mental health services pursuant to the requirements set forth in the CONTRACTOR's Contract with the

Exhibit B: Scope of Services

COUNTY's BHSD for E-ITFC. The contract's scope of work is attached contract as Exhibit C: BHSD Scope of Work. CONTRACTOR must have a current and operable ISFC MOU with the COUNTY to continue delivering the E-ITFC services. In the event of an amendment to the CONTRACTOR's BHSD contract and its scope of work, the amendment shall control over Exhibit C.

2. 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.

C. Safety Response, Planning, and Notifications

1. CONTRACTOR'S ITFC 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. ITFC staff are to notify the DFCS Child Social Worker (CWS)/COUNTY Deputy Probation Officer (DPO) and BHSD E-ITFC Program Manager.
2. CONTRACTOR shall ensure that the E-ITFC staff or other relevant administrator, notify the CSW/DPO and BHSD Program Administrator, or designees, via email within 1 (one) business day for all incidents that indicate a sign of threat or continued risk to the physical or mental health status of the ISFC CLIENTS including all such incidents that require a Critical Incident Report, as outlined in the following section.
3. In the event of an emergency, CONTRACTOR may move the placed CLIENT to another ISFC Resource Home or ISFC Respite Home of the CONTRACTOR without prior authorization from the Children Social Worker/Probation Placement Officer. 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.
4. CONTRACTOR shall notify the IPC, CSW/DPO and the BHSD E-ITFC Program 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.
5. After business hours emergency replacement, CONTRACTOR shall notify the Santa Clara County Child Abuse and Neglect 24-hour Hotline: 1-833-722-5437 with a follow-up email to the IPC, CSW/DPO, and the BHSD E-ITFC Program Manager before the end of the next business day.
6. CONTRACTOR shall discuss the situation that led to the emergency replacement with the CSW/DPO or designee and document the conversation and decision in the respective case. A Child Family Team (CFT) Meeting will be held as soon as possible after the incident to provide or update a safety plan.
7. CONTRACTOR shall comply with the following when CLIENTS are referred to a Psychiatric Hospital:

Exhibit B: Scope of Services

- a. Notify the CWS/DPO and the BHSD E-ITFC Program Manager as soon as possible, but not later than the next business day and complete a critical incident report;
- b. Participate in case conferences, hospital discharge conference and/or the CFT meetings for the placed CLIENTS referred to a psychiatric hospital;
- c. Continue to provide the services to the extent possible to the placed CLIENTS during the hospitalization;
- d. Ensure the ISFC resource parent or the ISFC staff visit the CLIENTS during the hospitalization and/or maintain contact by telephone unless otherwise directed by the hospital medical staff;
- e. Keep the ISFC bed open for no more than 14 days; however, if the 14-day bed hold expires, CONTRACTOR shall collaborate with the IPC, CSW/DPO and BHSD E-ITFC Program Manager to either extend the hold or close the placement and re-open it when the CLIENTS returns; and,
- f. 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/DPO, decides not to return the CLIENT to the ISFC Resource Home; or CONTRACTOR and the CSW/DPO 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 IPC and 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.

D. Discharge Planning Requirements

1. CONTRACTOR shall agree that the primary goal of the ITFC Program is to seek and maintain stability of CLIENTS in ISFC 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. All reasonable efforts shall be made to stabilize the placement and, when appropriate, to consult with the IPC and BHSD Program Administrator whether additional services may prevent an unnecessary replacement from the ISFC resource home.
2. CONTRACTOR shall notify the CWS/DPO and BHSD E-ITFC Program Manager or designee via electronic mail as soon as the CONTRACTOR becomes aware but not more than 3 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 Resource Home.
3. 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.

Exhibit B: Scope of Services

4. CONTRACTOR shall document efforts to stabilize and maintain the CLIENTS in placement, including existing and additional mental health services, daily resource parent support telephone check-ins and in-home crisis stabilization services, in advance of any anticipated replacement. CONTRACTOR shall ensure that the Therapeutic Parent cannot refuse any mental health services determined necessary by the treatment team.
5. When all the alternatives have been exhausted, CONTRACTOR shall provide Notice of Intent to Discharge to the CSW, DPO, and BHSD E-ITFC 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.
6. Prior to discharging a placed CLIENT, CONTRACTOR shall notify the COUNTY with intent to discharge via electronic mail. CONTRACTOR shall also make direct contact with the CSW, DPO, and the BHSD E-ITFC 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 CSW, DPO, and BHSD Program Administrator.
7. 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.

E. Staffing Requirements

1. CONTRACTOR shall recruit, train and utilize the staff for the E-ITFC Program pursuant to the staff classifications, staffing level, qualifications, training and other requirements of the CONTRACTOR's MOU with SSA for ISFC. The CONTRACTOR shall ensure its ISFC 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 FFA 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.
2. CONTRACTOR shall recruit, train and utilize the staff for specialty mental health services pursuant to CONTRACTOR's contract with BHSD for ITFC. CONTRACTOR shall also comply with the California Children, Youth and Families Integrated Core Practice Model (ICPM) and the Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS) and TFC, 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 E-ITFC. CONTRACTOR

Exhibit B: Scope of Services

- shall also comply with the State Pathways to Mental Health Medi-Cal Manual for ICC, IHBS and TFC, and professional standards of practice as directed by BHSD.
4. For any E-ITFC 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 a Trainer for ISFC is designated to oversee the development of the Therapeutic Foster Care (TFC) foster parent training and pre-service training. The Trainer should have an educational background in a relevant field (e.g., social work, psychology, child development) and experience in working with CLIENTS in residential and/or foster care. The Trainer should also demonstrate ability to engage with families; proficiency in teaching and public speaking; and ability to collaborate with members of a team.
 6. CONTRACTOR shall ensure that E-ITFC 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 majority of staff to 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 such as English, Spanish, Korean, Tagalog, Mandarin, Cantonese, Farsi, Arabic, ASL etc.
 - 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.

F. Critical Incident and Other Reporting Requirements

1. CONTRACTOR shall comply with all the reporting requirements as set forth in its MOU with SSA for ISFC and Contract with BHSD for E-ITFC.
2. 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 an incident should be reported, the default shall be for the CONTRACTOR to report the incident to the County.

Exhibit B: Scope of Services

3. 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 participants, if any, and/or CONTRACTOR’s staff; or (2) represents a significant deviation from the standard of care for the participants, if any, served by the CONTRACTOR. Critical incidents include, but are not limited to the following allegations and/or events:
 - a. Boundary violation (e.g., inappropriate contact/communication/or other interaction between a service provider and participants, if any, served by the CONTRACTOR).
 - b. Sexual assault or misconduct.
 - c. Physical, psychological, or emotional abuse or neglect.
 - d. Attempted suicide.
 - e. Death, child fatality or near fatality.
 - f. Serious injury or death related to the services provided under the contract.
 - g. 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.
 - h. Serious damage to the property of another related to the services provided by the CONTRACTOR under this Agreement.
 - i. Event requiring significant medical intervention (e.g., emergency medical services, inpatient stay, complications from psychotropic medication regimen, overdose, 5150).
 - j. Notice that the District Attorney’s Office will or has filed a criminal charge against participants and their child(ren), if any, served by the CONTRACTOR.
 - k. Notice that the District Attorney’s Office will or has filed a criminal charge against any staff member of CONTRACTOR.
 - l. Use of or possession of a weapon by participants and their child(ren), if any, served by the CONTRACTOR or by CONTRACTOR’s staff.
 - m. Any phone calls made to 911 or law enforcement.
 - n. Criminal conduct involving CONTRACTOR personnel;
 - o. 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.
 - p. Any event that has a significant possibility of resulting in a claim or lawsuit against the CONTRACTOR that is related to this Agreement.
 - q. Any event that has a possibility of receiving public or media attention.
4. 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-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.

VII. DATA COLLECTION AND REPORTING REQUIREMENTS

1. CONTRACTOR shall collect various levels of data and input information into the system approved or provided by DFCS, the centralized DR database designated by the DFCS. CONTRACTOR must work with DFCS to input data into the database in a timely manner with a high level of accuracy, as a requirement to track the utilization of services. Timeline requirements for data entry shall be mutually agreed upon by the CONTRACTOR and the DFCS.
2. CONTRACTOR must assist in supporting and implementing the goals of the County, including the outcome measures, as agreed upon with DFCS. DFCS will create a quarterly and semi-annual Utilization Report, based on data entry into the system.
3. In addition to the system, the CONTRACTOR will also be required to enter data into the OCM Performance Measurement Reporting Template as stated on Exhibit A: Program Provision. CONTRACTOR will complete the template and will forward the quarterly report to the OCM contract monitor.
4. CONTRACTOR will be required to comply with the reporting requirements reflected in Division 5 of the California Welfare Institutions Code (WIC) and Division 1 of Title 9 of the California Code of Regulations (CCR).

VIII. 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. The CONTRACTOR will be required to comply with state and federal laws governing the sharing of confidential information, in addition to the 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, the CONTRACTOR will also be required to comply with the provisions of the order. Unless expressly authorized by court order, or permitted under applicable state laws, re-disclosure, by the CONTRACTOR, of specific client information will be prohibited.

IX. CULTURAL SENSITIVITY

1. 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.
2. 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.

Exhibit B: Scope of Services

3. 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.
4. 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.
5. 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.
6. 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.

X. GOOD NEIGHBOR POLICY

- A. CONTRACTOR acknowledges that COUNTY requires all residential, neighborhood-based service providers to ensure that residents are supervised, homes are maintained, and staff and residents conduct themselves in a responsible manner. This "good neighbor" conduct requirement includes, but is not limited to, compliance with all applicable zoning and use regulations; maintaining the interior and exterior of all facility buildings in good repair, and in a manner that conforms to neighborhood standards; a written procedure to govern how staff may handle a neighbor-generated complaint; and ensuring that all vehicles (automobiles, bicycles, etc.) used by staff and residents are operated in a safe manner.
- B. If CONTRACTOR is required to follow more specific good neighbor policies pursuant to the Behavioral Health Services Department (BHSD) Policies and Procedures manual for the same locations, those policies are incorporated by reference into this Agreement. In the event of a conflict, the terms of the BHSD Policies and Procedures manual shall control.

Exhibit (FY21) A17
July 1, 2020 – June 30, 2021

CONTRACTOR	Seneca Family of Agencies
Reporting Unit	U-TBD
Program Name	Enhanced Intensive Therapeutic Foster Care (EITFC)
Program Address	485 N. First Street, San Jose, CA 95112
Program Contact Person	Kim Wayne (510) 520-0941
BHSD Program Monitor	ancy Nation (408) 794-0770

I. Program Goals and Outcomes

A. Goals

1. The COUNTY's Enhanced Intensive Therapeutic Foster Care (EITFC) Services program (the program) is funded by Short-Doyle/Medi-Cal (SD/MC). The CONTRACTOR shall implement the program in accordance with all laws and regulations governing Medi-Cal and Medicaid programs imposed by federal, state, and local statutes, regulations, but not limited to California Code of Regulations (CCR) Titles 9 and 22.
2. The CONTRACTOR shall align its program to achieve these goals:
 - a. Reduce subjective suffering from mental illness;
 - b. Increase meaningful use of time and capabilities in school, work, and activities;
 - c. Increase access to substance use treatment services;
 - d. Increase natural networks of supportive relationships;
 - e. Reduce disparities in service access;
 - f. Increase self-help and client/family involvement;
 - g. Engage underserved children, youth and families who have not benefited from traditional outpatient mental health services due to complex risk factors including substance use, community violence, interpersonal family violence, general neglect, and exposure to trauma;
 - h. Reduce out of home placements (e.g., child welfare involvement, residential care due to legal or behavioral concerns, and incarceration);
 - i. Reduce psychiatric hospitalization admissions;
 - j. Increase school engagement, attendance, and achievement;
 - k. Prevent/decrease juvenile justice involvement;
 - l. Prevent/decrease child welfare involvement;
 - m. Reduce and prevent suicide risks;
 - n. Reduce psycho-social impact of trauma; and
 - o. Increase positive family engagement in and experience of care.

B. Performance Targets, Metrics & Improvements Objectives

1. Timeliness and Access

The CONTRACTOR shall monitor its compliance with the timeliness and access requirements as set forth in Code of Federal Regulations (CFR) 42, Section 438. The CONTRACTOR must adhere to these requirements for all geographic areas within Santa Clara County and adhere to the State standards for time and distance requirements. Based

on population density, the CONTRACTOR must provide behavioral health services within ten (10) working days. Services must be accessible within fifteen (15) miles or thirty (30) minutes from a beneficiary's residence.

Service Type	Timely Access Standards (from request to appointment)	Time & Distance Standards (from beneficiary's place of residence)
Outpatient Mental Health Services	Within 10 business days	15 miles or 30 minutes
Psychiatry	Within 15 business days	15 miles or 30 minutes
Outpatient Drug Medi-Cal Organized Delivery System (DMC-ODS Substance Use Disorder (SUD) Services	Within 10 business days	15 miles or 30 minutes
DMC-ODS Opioid Treatment Programs	Within 3 business days	15 miles or 30 minutes
Hospital	N/A	15 miles or 30 minutes
Pharmacy	Prior authorization: 24 hours Emergency supply: 72 hours	10 miles or 30 minutes

2. Engagement in Services (Timeliness/Access)

- Performance Objective: Decrease the number of business days from the date of request to an appointment being offered for mental health services to ten (10) days.
- Performance Objective: Decrease the percent of open client no-shows to 5%.

3. Successful Discharges (Quality)

Performance Objective: Increase the percent of successful discharges to 60%.

4. Acute Care Readmissions (Quality)

- Targeted System Performance: No more than 5% of clients receiving inpatient hospital services are readmitted within thirty (30) days.
- Metric: Number and percentage of clients discharging from acute care services who are readmitted within thirty (30) days for any reason.
- Improvement Objective: Reduce the percentage of clients receiving inpatient hospital services who are readmitted within thirty (30) days to no more than 7%.

5. Services Delivery (Capacity)

- a. The CONTRACTOR shall provide services to specific populations identified in Section IV: Target Population of this Exhibit A.
 - b. The CONTRACTOR shall provide services to the number of client/caseloads listed in Exhibit (FY21) 1 Caseloads of this Agreement.
 - c. The CONTRACTOR shall provide the number of units of service (UOS) reflected in the budget exhibit for this program.
 - d. The CONTRACTOR shall meet staffing requirements as specified in Section V: Staffing Requirements of this Exhibit A.
6. Outcomes to be Achieved:
- a. The COUNTY shall work with the CONTRACTOR to establish the following target benchmarks:
 - 1) Positive experience of service as evidenced by survey such as Youth Services Survey for Youth (YSS): <https://www.dhcs.ca.gov/formsandpubs/MHCCY/Info/Notice12-02Enclosure4.pdf>
 - 2) 80% of children/youth shall successfully discharge from the program and transition into a permanent living situation in the community.
 - 3) 80% of children/youth will have improved their score from the initial Child and Adolescent Needs and Strengths (CANS) Assessment to the discharge CANS Assessment in at least one of the six domains ("Life Functioning", "Strengths", "Cultural Factors", Caregiver Resources and Needs", "Behavioral and Emotional Needs", and "Risk Behaviors").

C. Measurement Method

1. Quarterly Reviews: The CONTRACTOR shall submit a quarterly report demonstrating performance in the above metrics. The CONTRACTOR shall review run charts that demonstrate monthly performance from the start date of the contracted services and shall include discussion of improvement activities related to the targeted performance.
2. Quality Improvement Plan (QIP): The CONTRACTOR shall submit an annual QIP for review and approval as set forth by the COUNTY. The CONTRACTOR shall assess performance per above targets, metrics and improvement objectives, and address needed improvements in the QIP.
3. The CONTRACTOR shall follow the COUNTY's data reporting requirements (described in Section V of this Exhibit).

II. Program Description

A. The CONTRACTOR shall adhere to the following Description of Services:

1. The CONTRACTOR shall provide supportive and therapeutic services to stabilize acute behavioral and emotional dysregulation in a home-like setting that shall begin the recovery and wellness process with the goal of transitioning to planned permanency.
2. The program shall be part of a Foster Family Agency and licensed as an Intensive Services Foster Home: <https://www.cdss.ca.gov/Portals/9/ACL/2018/18-25.pdf?ver=2018-03-13-150146-927> The Intensive Services Foster Home caregiver will be an integral member of the Child and Family Team (CFT) and shall partner closely with the clinician, mental health counselor, and system partners to provide coordinated care to the child/youth.
3. The program shall provide specialty mental health services (SMHS) and behavioral supports for clients with complex trauma, possible psychiatric hospitalizations and disruption in living situations due to behavior or tenuous emotional regulation. Behaviors can include aggression, self-harm, and sexualized behaviors. Behaviors and emotional dysregulation

require a significant and intensive level of therapeutic and behavioral support to maintain child/youth in a home-based setting and prevent placement in a Short-Term Residential Therapeutic Program.

4. The program shall improve level of social and emotional functioning and work with clients and their family to repair and strengthen relationships.
5. For clients meeting Katie A criteria, the CONTRACTOR shall provide Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) as delineated in the Katie A. Integrated Core Practice Manual (ICPM): https://www.dhcs.ca.gov/services/MH/Documents/Information%20Notices/IN%2018-022%20Integrated%20Core%20Practice%20Model%20and%20Integrated%20Training%20Guide/Integrated_Core_Practice_Model.pdf.
6. The CONTRACTOR shall provide services according to the Medi-Cal Rehabilitation Option. Services shall be person-centered, and family driven as well as consider each client's age, maturational level, culture, family values and structure, educational functioning level, and physical health.
7. The CONTRACTOR shall provide crisis response services. A plan shall be clearly developed and documented in the safety planning process with the client and family.
8. The CONTRACTOR shall ensure teaming across formal and informal support systems.
9. The CONTRACTOR shall provide effective strategies to ensure good communication with system partners and other community agencies involved in providing services to the client and family, to ensure comprehensive and consistent care
10. The CONTRACTOR shall deliver outpatient mental health services in the clinic, home, school, and community, as appropriate to the treatment needs and service goals of the client and family
11. The CONTRACTOR shall provide comprehensive culturally relevant outpatient mental health services to treat clients and their family experiencing acute and/or ongoing psychological distress affecting their relationships and ability to function in their environment
12. The CONTRACTOR shall provide culturally proficient services to address the cultural and linguistic needs of mentally ill clients, especially those who are monolingual and culturally isolated
13. The CONTRACTOR shall work to improve the family's ability to cope and adjust to the demands and challenges of the dominant culture in order to promote functional well-being.

B. Description of Services and Treatment Methods

Available treatment methods shall include assessments, medication evaluations and support services, crisis intervention, individual, group, collateral and family therapy, rehabilitation/IHBS (as authorized via process to be agreed upon between the CONTRACTOR and the Behavioral Health Services Department [BHSD]), and case management brokerage services/ICC. Services shall be provided in a variety of settings, including home, clinic, school, and community agencies as necessary and needed by the clients served. Services shall be delivered consistent with applicable funding requirements including Guidelines for Medi-Cal enrolled children and the SD/MC criteria.

III. Program Specific Description of Services and Treatment

- A. The program shall be provided in an Intensive Services Foster Care Home. The BHSD shall integrate SMHS into the Foster Family Agencies (FFAs) to increase access to services for COUNTY foster youth. A component of the services may include Therapeutic Foster Care (TFC) as defined by the Katie A. settlement agreement:
https://www.dhcs.ca.gov/services/MH/Documents/Information%20Notices/Joint%20ACIN%20N.O.%20I-91-17%20MHSUDS%20IN%2017-069/TFC_Joint_ACIN_IN_for_TFC_Training

[Resource Toolkit Final.pdf](#)

- B. Program services shall be provided under Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) specialty services as defined by the State. These services shall encompass community service and supports; physical, behavioral, and behavioral health support, educational support; life and social support; and transitional support services for children/youth. The services and treatment shall be individualized to meet the complex needs of the children and youth. The program staff shall work with the children and youth to stabilize emotions and behaviors with the goal of transitioning to more permanent living situation. The use of trauma-informed practices shall be utilized to support children and youth. All services provided shall align with the services as described in the ICPM.
1. Services shall include safety planning within twenty-four (24) hours of admission.
 2. Program staff shall facilitate the individualized CFT process. Once the plan is developed, staff shall work with CFT team members, which include the TFC parents, to implement and monitor services focused on functioning in the following life domain areas: family life, education, emotional/behavioral/social/spiritual wellness, safety, recreation, culture, residence, legal, vocation, health, community safety, and creativity. Basic needs within each life domain shall also be addressed.
 3. Services shall be provided by clinicians and behavior specialists. Services shall provide direct home-based and community-based services which include case management/ICC, rehabilitation/IHBS (where authorized), crisis support, individual/family/group therapy, social skills building, independent living skills, school support, supporting the family environment, advocacy, and ongoing service coordination/case management.
 4. Services shall be individualized and consider each person's age, maturational level, cultural, family values and structure, educational functioning level and physical health.
 5. Services shall be tailored to the strengths and needs of each client and their family.
 6. Services are needs driven, strength-based, and client/family-focused from the first conversation with or about the family.
 7. Services are delivered through a multi-agency collaborative approach that is that is grounded in a strong, shared preference for community-based services and resources.
 8. Client/family voice, choice, and preference are assured throughout the process.
 9. Services incorporate a blend of formal and informal resources designed to assist clients and their families with successful transitions that ensure long-term success.
 10. Services are culturally competent and respectful of the culture of the client and their family
 11. All services shall support client permanency plan and stability in their living situation.
- C. Referrals
1. The CONTRACTOR shall serve clients as determined by COUNTY's policies, procedures, directives, and guidelines, and that are within the CONTRACTOR's resources.
 2. The CONTRACTOR shall accept referrals only through the Welcoming Center and Department of Family and Children Services and Juvenile Probation Department. All referrals shall be screened for consistency with the BHSD inclusionary criteria. The BHSD inclusionary criteria shall be determined by guidelines developed with community and provider input and approved by the BHSD Director.
 3. Referrals that do not meet the criteria for behavioral health services or that need a different level of care must be directed and linked by the CONTRACTOR to appropriate alternative resources or another provider.

4. The CONTRACTOR shall comply with a Feedback Loop Process to ensure that referral sources are notified of the status of the referral, provided the appropriate sections of the assessment, and informed of outcomes and/or next steps.

D. Assessments

1. All referrals for services shall be assessed for eligibility according to the following criteria:
 - a. Evidence of symptoms of mental health problems which meet the Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (DSM-5) and/or the International Classification of Diseases, 10th Edition (ICD-10) criteria for diagnosis.
 - b. Evidence of impaired functioning in one or more of the areas of self-care, behavior towards others, family functioning, school performance, moods/emotions, substance use, and/or cultural adjustment.
 - c. Therapeutic Behavioral Services (TBS) services shall be provided to children and youth as needed and shall follow the guidelines established by the California Department of Health Care Services (DHCS) and the BHSD TBS Program Policies and Procedures.
 - d. At the time of intake, the facilitator begins a comprehensive child and family assessment, consistent with the guidelines provided by applicable funding requirements including Parameters and Guidelines for Medi-Cal enrolled children, and the SD/MC criteria.
 - e. Each child and youth shall be assessed according to the BHSD Outcomes Guidelines. In addition, this information shall be used to determine prognosis, duration of treatment, service plan, and coordination plan.
 - f. The PSC-35 is a tool required by the Department of Health Care Services (DHCS). This tool shall be administered for children ages 3 to 18 to support in decision making on appropriate level of care and treatment planning. Administration shall be completed at the beginning of treatment, every six (6) months following the first administration, and upon discharge. The CONTRACTOR shall abide by the Operational Standards developed by the BHSD and follow the state mandate which includes additional details related to outcomes and reporting requirements.
 - g. Each client shall be assessed according to the BHSD Outcomes Guidelines, which includes conducting a comprehensive biopsychosocial assessment that includes trauma, substance use, mental health, and family issues, to determine medical necessity and the appropriate level of care. In addition, assessment information shall be used to determine prognosis, duration of treatment, service plan, and coordination plan.

E. Hours of Operation Plan

1. All services shall be available year-round, twenty-four (24) hours a day and seven (7) days a week. Response time shall be within twenty-four (24) hours from referral.
2. Specific Hours of Operation Plan

Office hours are Monday through Friday from 9:00 am to 5:00pm. The CONTRACTOR's staff shall be available twenty-four (24) hours a day, seven (7) days a week as needed to address the regular and emergency needs of the program's clients. The CONTRACTOR shall have daily on-duty staff rotating on a weekly basis and shall be available after normal working hours and on weekends through an on-call system.
3. Changes to this plan shall be submitted to the BHSD Division Director for approval prior to implementation.

F. Service Parameters

1. Services for the program shall be delivered in accordance with the following standards:

- a. Length of Stay (LOS): Average LOS is described in Exhibit (FY21) 1 Caseloads of this Agreement, as determined by Evidence Based Practices (EBPs) or Promising Practices (PPs), with the understanding that additional time, pre-approved by the BHSD Program Monitor, may be required for family crises, hardships, or with clinical justification. EBPs or PPs may include, but are not limited to, Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), Cognitive Behavioral Therapy (CBT), Behavior Therapy, Family Therapy, Motivational Interviewing (MI), Interpersonal Therapy.
- b. Services shall place special emphasis on emotional regulation skill building and crisis management and care coordination with service providers and referring department. Staff shall be experienced in treating the behavioral health issues of children, youth and families with complex trauma and/or multiple needs.
- c. Individualized assessment, ICC/targeted case management/brokerage, crisis intervention, IHBS (where authorized)/rehabilitation, and medication evaluation and support services shall be available to impact the client and behavior regulation and sense of well-being and safety.
- d. Services shall be coordinated with DFCS and JPD staff as appropriate with goal of transition to a living situation as part of planned permanency.

G. Person-Centered Approach

- 1. The CONTRACTOR shall utilize a person-centered approach that shall include the use of the CANS assessment tool and Transformational Care Planning (TCP).
 - a. CANS
 - 1) CANS shall be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services. The CONTRACTOR shall abide by the CANS Operational Guideline developed by the BHSD.
 - 2) The CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS Comprehensive 5+. In addition, if the CONTRACTOR provides services to clients from birth through 5, then the CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
 - 3) The CONTRACTOR shall maintain a minimum of two (2) staff that are the CONTRACTOR's CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
 - 4) The CONTRACTOR shall maintain an online account with Praed Foundation to access online CANS trainings, certification, and annual recertification
 - 5) The CONTRACTOR shall make available CANS data for the CFT in conformity with all applicable laws. After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. Follow up CFTs are required every six (6) months, and as needed. As defined in the California Welfare and Institutions Code (WIC), Section 16501, a CFT is also required for those children and youth residing in a group home or Short Term Residential Therapeutic Program (STRTP) placement with an existing case plan. Best practice dictates that meetings should occur as soon as possible for purposes, including but not limited to, case planning, placement determination, emancipation planning and/or safety planning. The CONTRACTOR providing mental health services to children in the child welfare or probation system may also be invited to participate in the CFT.

When invited, the CONTRACTOR shall attend the CFT meeting, and shall summarize the CANS data in a template provided by the BHSD to share with the CFT to help guide the process. The CONTRACTOR should obtain a Release of Information (ROI) from the client in order to be able to share the information with parties in attendance of the CFT that are not covered by the Department Health Care Services' Information Notice. Additional guidance can be found in ACL 18-09 (<http://www.cdss.ca.gov/Portals/9/ACL/2018/18-09.pdf?ver=2018-01-26-162122-640>) and ACL 18-85 (<http://www.cdss.ca.gov/Portals/9/ACL/2018/18-85.pdf?ver=2018-07-09-134620-230>)

- 6) The CONTRACTOR shall implement TCP as the model for service delivery and treatment/care planning. All clinical staff shall be trained in TCP and shall practice to TCP standards and philosophy. Staff shall develop a case formulation and TCP treatment/care plan as delineated in the BHSD's TCP curriculum. The BHSD shall offer TCP training and support for training trainers. The CONTRACTOR shall be responsible for ensuring their staff is trained.

H. Discharge and Transition Planning

1. The CONTRACTOR shall follow the guidelines below when a child/youth is discharging into the community:
 - a. Discuss possible challenges with client/family;
 - b. Review strategies, skills, and supports;
 - c. Discuss using additional supports, such as family, peers, parent mentor, etc. wherever possible; and
 - d. Provide child/youth/family with a written transition plan which includes the elements above.
2. The CONTRACTOR shall follow the guidelines below when a client is transitioning to a new program:
 - a. Coordinate with the new provider to assure an understanding of the client's strengths, needs, supports, and goals;
 - b. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider; and
 - c. Arrange a visit to the new program location to meet the new provider.

I. Discharge from Services Guidelines

1. Clients shall be discharged when they meet one of the following criteria:
 - a. Upon agreement between the client and therapist that the goals of treatment have been met;
 - b. Upon parent, guardian, or client's (when applicable) unilateral decision to terminate treatment;
 - c. Upon good faith determination by the CONTRACTOR that the client cannot be effectively served by the program and shall be linked to other appropriate services that meet the needs of the client; or
 - d. Upon transfer out of Santa Clara County to another mental health program or region, appropriate follow-up or other service linkage shall be made.

J. Administrative Participation

1. A suitable representative of the CONTRACTOR shall attend provider meetings regularly,

training sessions, seminars or other meetings as scheduled by the BHSD Director or their designees.

IV. Target Population

A. The population to be served shall be:

1. Children/youth and young adults ages 6 through 21 with full-scope Medi-Cal in Santa Clara County. Children ages 4 and 5 shall be considered on individual basis. All clients shall meet the State medical necessity criteria for Medi-Cal reimbursable primary Mental Health diagnoses.
2. Ethnically diverse and/or multi-lingual client and families.
3. Lesbian, Gay, Bisexual, Trans-gender, Queer and/or Questioning (LGBTQ) clients and families
4. Youth impacted by trauma, low literacy, Child Welfare, and Juvenile Justice.
5. Children and youth connected to DFCS and/or JPD.

B. Diagnostic Spectrum & Functional Impairment

1. Family and Children's Outpatient programs shall provide services to youth whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain clients in community settings, to help clients achieve agreed upon desired outcomes and to achieve a sense of their own power and ability to positively influence their own lives.
2. The diagnostic spectrum includes schizophrenia and other psychotic disorders, major affective disorders, post-traumatic stress disorder, disorders of behavior and bodily function, anxiety and adjustment disorders, and the dual diagnosed (mental health, developmental disability or drug and alcohol related diagnosis).

C. In July 2017, the State began implementation of new legislation AB 1299 known as Presumptive Transfer for youth in foster care. The CONTRACTOR is required to coordinate with the Single Point of Contact in Santa Clara County Mental Health Plan who shall arrange for services in Santa Clara County via the BHSD Call Center. The BHSD Call Center shall send referrals to contracted organizations for provision of services under Presumptive Transfer. In Santa Clara County, the Behavioral Health Single Point of Contact may be reached at: presumptivetransfer@hhs.sccgov.org.

V. Staffing Requirements

- A. Staffing shall be provided in accordance with the CONTRACTOR's licensing requirements as set forth in CCR Title 9, Title 19, and Title 22 and Medi-Cal regulations.
- B. The CONTRACTOR shall notify the COUNTY of staffing changes and provide semi-annual and year-end actual staffing reports.
- C. The CONTRACTOR shall maintain the projected staffing as specified in Exhibit (FY21) 2 Staffing of this Agreement.
- D. The CONTRACTOR's staffing updates shall be submitted to the BHSD on provided templates. If there is a staffing change in between reporting periods, the CONTRACTOR shall notify the BHSD of the change, in a timely manner.
 1. Notice of changes in key personnel. The CONTRACTOR shall inform the BHSD Director, in writing, of any changes to the CONTRACTOR's Executive Director, Program Director, or fiscal staff.
 2. Notice of changes in direct service staff
 - a. The CONTRACTOR shall inform the BHSD in writing, by email, of any changes in the

CONTRACTOR's clinical staff through the use and submission of the Personnel Action Request County/Contract Agencies (PARCCA) form within three (3) business days of a program staffing change occurrence (e.g., new hire, departure, etc.). The current form is available on:

<https://www.sccgov.org/sites/bhd-p/QI/DecisionSupport/Pages/DecisionSupport.aspx>.

- b. A Staff Certification Report must be submitted to the BHSD Program Monitor on a quarterly basis.
 - 1) Reduction or elimination in the full time equivalent (FTE) of program staff requires prior approval of the BHSD Director or designee.
 - 2) The CONTRACTOR shall notify the BHSD Director or designee of any changes in program staff that affect the ability to provide services in languages specified in this AGREEMENT. This includes new personnel as a result of new hire or turnover for counseling positions. The CONTRACTOR shall send documentation of certification/registration/license to the BHSD.

C. Clinical Supervision Clinical Supervision

- 1. As the system moves toward a more robust clinical supervision model and training program, the CONTRACTOR at a minimum shall adhere to the following:
 - a. The CONTRACTOR shall provide consistent, scheduled, and structured clinical supervision integrating principles of reflective practice facilitation and in accordance with the BHSD Clinical Supervision standards, which can be found here:

<https://www.sccgov.org/sites/bhd/partners/Initiatives/ClinicalSupervision/Pages/Clinical-Supervision-Workgroup.aspx>

 - 1) Unlicensed staff on licensure track receive supervision in accordance to their licensure board requirements
 - 2) Licensed staff receive one (1) unit of supervision two (2) times/month
 - 3) Paraprofessionals and other practitioners receive one (1) unit of supervision weekly
 - 4) One (1) unit of supervision is defined as one (1) hour of individual or two (2) hours of group supervision
 - b. The number of supervisees assigned to a supervisor should be tied to licensure regulations, level of expertise and experience, years of professional practice, comfort level, complexity and intensity of services, and qualifications.
 - c. The CONTRACTOR shall ensure that clinical supervisors receive supervision and feedback related to their supervision of direct service staff at minimum monthly.
 - d. The CONTRACTOR's service provider staff shall participate in the one (1) day training on Reflective Practice provided by the BHSD.
 - e. The CONTRACTOR's clinical supervisors shall participate in the two (2) day training on Reflective Practice Facilitation provided by the BHSD.
 - f. Clinical supervision activities shall be reviewed during the quarterly BHSD F&C CONTRACTOR meetings.
 - g. All team members shall be required to complete an annual training on professional boundaries and this requirement may be provided in-house through the CONTRACTOR or through an outside vendor. Proof of training shall be provided to the BHSD Program Monitor on an annual basis during quarterly meetings.

- E. The CONTRACTOR shall document that all staff have been trained in accordance with licensing requirements. The CONTRACTOR's staff shall be appropriately trained and meet the qualifications of the LPHA as well as meet discipline specific licensure requirements. The CONTRACTOR's facilities shall be up to date with all relevant State and local building and safety requirements.
- F. In addition to licensing requirements, the CONTRACTOR's staff shall have the following additional experience, training, and skills:
1. Working with severely emotionally disturbed children and their families;
 2. Working with a culturally diverse population;
 3. Working with families and family systems and with families in brief therapy and group therapy modes;
 4. Behavior management techniques and dealing with physically assaultive behaviors;
 5. Capability for addressing the diverse levels of client acculturation and bi-culturality;
 6. Capability to perform effective intervention with abused and/or juvenile justice youth and their families, including clients of African American, Asian, and Hispanic cultures;
 7. Knowledge of multicultural experience, local community resources available to the client population, trauma-informed practice, clinical issues related to child abuse, substance use, domestic violence, communication, behavioral management, and parenting skills, and parent engagement strategies;
 8. Knowledge of local community resources available to the client population, including those within ethnic groups;
 9. Capability to work effectively as part of treatment team with system partners;
 10. Use of Treatment Teams and Family Specialists/Partners is highly encouraged;
 11. Knowledge of crisis management and defined practice model; and
 12. Have psychiatric services available to support clients ages 6 through 21 as part of the service continuum.
- G. Cultural and Linguistic Competency
1. At a minimum, services shall be made available in the six (6) threshold languages (Spanish, Vietnamese, Mandarin, Tagalog, Cantonese, and Farsi).
 2. Staffing shall reflect the percentage of ethnic makeup of the target population. The CONTRACTOR's program shall serve underserved cultural populations, children and youth in stressed families, individuals exposed to trauma, children and youth at risk of failing out of school, and those at risk of entering the juvenile justice system.
 3. Services shall be appropriate for clients involved in the Child Welfare and/or Juvenile Justice systems, trauma-exposed, LGBTQ, and Special Education communities.
 4. The CONTRACTOR shall describe their ability to meet these cultural and linguistic requirements both ongoing and during periods where there are gaps in care due to unplanned circumstances within their agencies.
 5. The CONTRACTOR shall have the capability to provide an interpreter for non-English speaking participants as needed.
 6. The CONTRACTOR shall describe their efforts to acquire and maintain appropriate staffing in order to meet the needs of the diverse population in Santa Clara County.
 7. The CONTRACTOR shall describe how staff shall work with families with specialized needs

such as limited literacy capabilities, issues of hearing/vision impairment, or new immigration statuses.

8. The CONTRACTOR shall efficiently and effectively link clients and their families to appropriate services. This service shall include connecting families to appropriate services if their needs for mental health services are beyond the program scope.

VI. Data Reporting Requirements

- A. The CONTRACTOR shall comply with the reporting requirements reflected in Division 5 of the WIC and Division 1 of Title 9 of the California Code of Regulations (CCR).
- B. When applicable, the CONTRACTOR shall administer assessment tool(s) as part of the COUNTY's program requirement(s); the CONTRACTOR shall collect and report on assessment tool data.
- C. Methods may include collection and reporting of the following:
 1. Client and Service Information (CSI) data.
 2. COUNTY data system data.
 3. PSC-35 and CANS Assessment Tool per the DHCS 2018 Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice 18-007.
 4. Other data reporting requirements as requested by the BHSD.
- D. Data Submission
 1. The CONTRACTOR shall collect treatment and service data for outcomes data reporting. The CONTRACTOR shall enter direct and outreach services into the COUNTY's data information system.
 2. When applicable, other data collection methods may include but not limited to entering data into a database as specified by the COUNTY and electronic submission of data to the COUNTY using other formats such as Microsoft Excel.
 3. All client demographic information, service and other appropriate data shall be entered into the COUNTY's client tracking and services application system. In addition, the CONTRACTOR must have a current electronic health record (EHR) system or plans to implement one, including the capability of data exchange with other systems. The CONTRACTOR shall have an EHR system with capabilities that meet the COUNTY's standards or to work with the COUNTY to meet those requirements.
 4. The CONTRACTOR shall use the outcomes and performance tools defined by the BHSD. The CONTRACTOR shall perform outcomes evaluation in a manner that optimizes data accuracy and validity and submit quarterly reports to the BHSD Program Monitor.

VII. Training

- A. The CONTRACTOR shall send all appropriate staff to attend mandatory BHSD trainings.
- B. The CONTRACTOR shall ensure that all staff understand the principles of EBPs as determined by the BHSD.

VIII. Client Satisfaction Survey

At least once, on an annual basis, the CONTRACTOR shall conduct a Client Satisfaction Survey, administer it to program clients, and provide a summary of the results to the BHSD so that feedback and input can be incorporated as appropriate for ongoing quality improvement efforts.

Agency: Seneca Family of Agencies

Project: Enhanced Intensive Treatment Foster Care

Provide the following information for each staff member performing under this contract.

Staff Name and Job Title	Activities Staff Person Will Perform	Education, Experience, and Qualifications	Language and Cultural Competence
1 TBH, Administrator (Director) .125 FTE	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"> • LPHA • Two or more years or program management experience • Four years of experience working with youth and families preferred 	<ul style="list-style-type: none"> • Participates in program DEI trainings
2 Variable FTE, Administrator On Call (.03 FTE)	Represents variable FTE coordinating centralized staffing and responding to crisis calls through Seneca's centralized Rapid Response program providing phone and in-person crisis response for Seneca enrolled clients and families.	<ul style="list-style-type: none"> • Four years of experience working with youth and families preferred 	<ul style="list-style-type: none"> • Participates in DEI trainings
3 TBH, Family Recruiter/Retention Specialist (.5 FTE)	<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"> • Bachelors degree 	<ul style="list-style-type: none"> • Participates in agency DEI trainings
4 TBH, Program Assistant (.10 FTE)	Provides general program administrative support	<ul style="list-style-type: none"> • Bachelors degree 	<ul style="list-style-type: none"> • Participates in DEI trainings

Staff Name and Job Title	Activities Staff Person Will Perform	Education, Experience, and Qualifications	Language and Cultural Competence
5 Variable FTE, Program Evaluation Analyst (.15 FTE)	Provides program evaluation and data reporting support to program leaders and county partners.	<ul style="list-style-type: none">• BA/BS required. Master's degree in related field preferred.• Significant experience with Excel, Power BI, DAX• Experience in performance improvement, program evaluation, data visualization	<ul style="list-style-type: none">• Participates in DEI trainings
6 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 DEI trainings

NOTE: If there are any staffing changes during the contract term, Contractor must submit to the County a revised Staffing Plan. If the staffing change impacts any budget line items, you must also submit to the County a revised budget request form.

Agency Name: Seneca Family of Agencies**Project Name:** Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program**FEE SCHEDULE**

A	B	C	D
State Monthly Rate per Client *	SSA Supplemental Monthly Rate per Client	Maximum Number of Clients per Month	Maximum Annual Budget
\$6,291	\$6,800	4	\$628,368

* Subject to adjustment by the State based on the California Necessity Index

**The Grand Total for "Column D - Maximum Annual Budget" should equal to the grand total in the Budget Detail

Santa Clara County
Social Services Agency

FY2020 -2021

Exhibit E: Fee Schedule
Monthly Rate Breakdown

Agency/Provider Name: Seneca Family of Agencies

Project Name: Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program

Breakdown of the MONTHLY rate

A	B	C
Expense Items	State Montly Rate per Client	SSA Supplemental Monthly Rate per Client
Personnel Expenses *		
Administrator (Director)	\$ 394	
Administrator On-Call	\$ 66	
Family Recruiter/ Retention Specialist	\$ 819	
Program Assistant	\$ 149	
Program Evaluation Analyst	\$ 374	
Facility Manager	\$ 21	
Subtotal Personnel Costs	\$ 1,822	\$ -
Operating Expenses *		
Office Supplies	\$ 39	\$ -
Telephone	\$ 17	\$ -
Conference & Training	\$ 19	\$ -
Mileage Reimbursement	\$ 44	\$ -
Staff Recruitment	\$ 6	\$ -
Facility Interest	\$ 56	\$ -
Facility Lease	\$ -	\$ 3,456
Facility Depreciation	\$ 22	\$ -
Facility Depreciation- Leasehold Improvements	\$ 12	\$ -
Utilities	\$ 21	\$ 350
Building Maintenance and Supplies	\$ 49	\$ 1,000
Expendable Equipment	\$ 11	\$ -
Equipment Lease	\$ 1	\$ -
Equipment Depreciation	\$ 1	\$ -
Equipment Maintenance and Repair	\$ 5	\$ -
Treatment Supplies	\$ 6	\$ -
Household Supplies	\$ 42	\$ -
Resource Parent Recruitment and Certification	\$ 500	\$ -
Resource Parent Training	\$ 433	\$ -
Resource Parent Payment & Support	\$ 2,244	\$ 1,036
Resource Parent Transitional Support	\$ 169	\$ 123
Subtotal Operating Expenses	\$ 3,696	\$ 5,965
Indirect Costs *	\$ 773	\$ 835
Subtotal Indirect Costs	\$ 773	\$ 835
TOTAL MONTHLY BUDGET**	\$ 6,291	\$ 6,800

*Personnel, Program Expenses and Indirect Costs must include all administrative costs showing the breakdown of monthly rate.

**Total Monthly Budget should be the same as the monthly rates indicated in the Monthly Rate Worksheet.

Agency Name: Seneca Family of Agencies
Project Name: Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program

A	B	C	D	E
Job Title	Annual Salary	% of Time Allocated to this Contract	Number of Months	Salary Allocated to this Contract *
Administrator (Director)	\$ 120,000.00	12.5%	12	\$ 15,000
Administrator On-Call	\$ 100,000.00	2.5%	12	\$ 2,500
Family Recruiter/ Retention Specialist	\$ 62,400.00	50%	12	\$ 31,200
Program Assistant	\$ 56,576.00	10%	12	\$ 5,658
Program Evaluation Analyst	\$ 95,000.00	15%	12	\$ 14,250
Facility Manager	\$ 75,000.00	0%	12	\$ 810
Total				\$ 69,418

*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

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Exhibit E: Fee Schedule
Budget Detail

Agency Name: Seneca Family of Agencies

Project Name: Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program

Please provide summary of your ANNUAL budget for the program.

A	B	C	C	D
	State Fund	SSA Supplemental Fund	Behavioral Health Services Dept.	TOTAL
Direct Costs *				
Personnel Costs				
Salaries	\$ 69,418		\$ 353,230	\$ 422,648
Payroll Taxes				\$ -
Employee Benefits	\$ 18,049		\$ 91,840	\$ 109,888
Subtotal Personnel Costs	\$ 87,466	\$ -	\$ 445,070	\$ 532,537
Operating Expenses				\$ -
Psychiatry Services			\$ 6,776	\$ 6,776
Other Contract Services			\$ 9,364	\$ 9,364
Office Supplies	\$ 1,894		\$ 4,106	\$ 6,000
Telephone	\$ 810		\$ 4,180	\$ 4,990
Conference & Training	\$ 900		\$ 4,644	\$ 5,544
Mileage Reimbursement	\$ 2,100		\$ 16,828	\$ 18,928
Staff Recruitment	\$ 270		\$ 1,393	\$ 1,663
Facility Interest	\$ 2,664		\$ 2,664	\$ 5,329
Facility Lease		\$ 165,866		\$ 165,866
Facility Depreciation	\$ 1,054		\$ 1,054	\$ 2,108
Facility Depreciation- Leasehold Impr	\$ 588		\$ 588	\$ 1,176
Utilities	\$ 991	\$ 16,800.00	\$ 991	\$ 18,782
Building Maintenance and Supplies	\$ 2,369	\$ 48,000.00	\$ 2,369	\$ 52,738
Expendable Equipment	\$ 540		\$ 2,786	\$ 3,326
Equipment Lease	\$ 26			\$ 26
Equipment Depreciation	\$ 69			\$ 69
Equipment Maintenance and Repair	\$ 241			\$ 241
Treatment Supplies	\$ 312		\$ 10,508	\$ 10,820
Household Supplies	\$ 2,000			\$ 2,000
Resource Parent Recruitment and Ce	\$ 24,000			\$ 24,000
Resource Parent Training	\$ 20,800			\$ 20,800
Resource Parent Payment- TFC			\$ 82,560	\$ 82,560
Resource Parent Payment & Support	\$ 107,700	\$ 49,740.48		\$ 157,440
Resource Parent Transitional Support	\$ 8,091	\$ 5,908.91		\$ 14,000
Subtotal Operating Expenses	\$ 177,418	\$ 286,315.39	\$ 150,812	\$ 614,546
Indirect Costs				
Administrative Overhead	\$ 37,084	\$ 40,084.15	\$ 83,424	\$ 160,591
Subtotal Indirect Costs	\$ 37,084	\$ 40,084.15	\$ 83,424	\$ 160,591
GRAND TOTAL *	\$ 301,968	\$ 326,400	\$ 679,306	\$ 1,307,674

*The Grand Total for "Column B - Contract Amount" should equal to the maximum annual budget indicated in the Montly Rate Worksheet

Agency Name: Seneca Family of Agencies

Project Name: Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program

Please provide an explanation for each line item in your proposed budget for the program. Narrative should

Service Activities	Narrative
	<ul style="list-style-type: none"> Target Population: Dependent youth with intensive behavioral health needs Services: Four Enhanced ISFC/Professional Parent homes
Personnel Costs	
Salaries	All salaries calculated as Annual Salary x FTE.
Administrator (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, supervision and evaluation of all program leaders, and develops and maintains direct relationships with county and community partners.
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.
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.
Assistant Director	Assists the program director in overseeing aspects of the program implementation and operations.
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.
Program Supervisor/Unit Supervisor	Provides direct supervision to all non-clinical staff and ensures the quality of all services and intervention provided in the program, including appropriate implementation of Seneca's Unconditional Care clinical practice model.

Lead Clinician	Two or more years of experience. 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.
Clinicians	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.
Bilingual Clinicians	Bilingual in County threshold language. 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.
TFC Clinician	Specifically supports Resource Families with the implementation of Therapeutic Foster Care services.
Family Partner	Provides counseling, support, and coaching to caregivers, supports client and family connection to natural supports and community-based resources, and works as an integrated member of the treatment team.
Permanency Specialist	Supports the goal of reunification of children with their parents or caregivers and works with the family to enhance connections with relatives and other natural supports. Family members are engaged to develop additional connections to support children in living with relatives and staying connected to their families.
Visitation Coordinator	Coordinates visitation services for youth and families.
Visitation Counselor	Provides visitation support services to youth and families.
Lead Mental Health 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.
Mental Health Counselors	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.
Bilingual Mental Health Counselors	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.

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Exhibit E: Fee Schedule
Budget Narrative

Nurse Manager	Provides full-time nursing support and administration at The Welcoming Center. Works closely with the psychiatrist to provide medication support
Health Services Assistant	Provides administrative support to the nurse and psychiatrists.
Nurse	Supports the psychiatrists in delivery medication support services by triaging and organizing service delivery.
Administrator On-Call	Represents variable FTE coordinating centralized staffing and responding to crisis calls through Seneca's centralized Rapid Response program providing phone and in-person crisis response for Seneca enrolled clients and families.
Special Education Teacher	Provides educational services in alignment with youth's Individualized Education Program.
Family Recruiter/ Retention Specialist	Leads Resource Family recruitment and retention efforts.
Program Assistant	Provides general administrative and operational support to the program, including answering the phones, processing mail, maintaining purchase order requests, organizing reports and files, etc.
Health Information Specialist	Provides quality assurance administrative support as chart assembly and storage, chart tracking, chart reviews, etc.
Senior Administrative Assistant	The primary responsibility is to assist the Regional Executive Director in matters of communication and organization.
Program Evaluation Analyst	Provides program evaluation and data reporting support to program leaders and county partners.
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.
Crisis Response/Supplemental Allowance	Daily stipends ranging from \$50-\$150 for up to four program staff to be on-call and available to provide 24/7 crisis response support to enrolled clients.
Payroll Taxes	Included in employee benefits.
Employee Benefits	Includes mandatory and discretionary benefits, averaging 26% of direct salaries.
Operating Expenses	
NIPFC Training Services	Specialized training provided to Santa Clara County employees in the Family Finding Model.
Contract Service- Psychiatry Services	Includes psychiatric assessment and ongoing services provided to a projected number of clients per month and paid at a rate of \$220/hour.
Contract Service- Note Approvers	Provide mental health note review, approval and coaching at a contracted rate of \$35/hr.
Contract Service- Security Services	Provides 24/7 security services at The Welcoming Center.

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Exhibit E: Fee Schedule
Budget Narrative

Other Contract Services	May include Language Services (language exams, translation, and interpretation), contract nursing services, or other contract services as needed.
Office Supplies	General office supply
Telephone	Includes purchase of cell phone and monthly plan for all staff to facilitate effective service delivery and communication. \$900/yr per FTE.
Conference & Training	Includes expenses associated with initial and ongoing trainings for staff. Budgeted based on experience at \$1000/yr per FTE.
Mileage Reimbursement	Reimbursement for miles traveled in personal vehicle providing services. Reimbursed at federal rate.
Staff Recruitment	Includes a proportional share of materials and supply cost associated with targeted staff recruitment strategies.
Facility Interest	Proportional share of facilities expense at Seneca's Santa Clara County regional headquarters.
Facility Lease	Facility lease expense to support E-ITFC homes. Averages \$3,456/month x four homes.
Facility Depreciation	Proportional share of facilities expense at Seneca's Santa Clara County regional headquarters.
Facility Depreciation- Leasehold Improvements	Proportional share of facilities expense at Seneca's Santa Clara County regional headquarters.
Utilities	Proportional share of facilities expense at Seneca's Santa Clara County regional headquarters. Additionally includes utilities expense at four E-ITFC homes.
Building Maintenance and Supplies	Proportional share of facilities expense at Seneca's Santa Clara County regional headquarters. Additionally includes building maintenance and supply cost at four E-ITFC leased homes, averaging \$1,000/month.
Expendable Equipment	Purchase of small equipment items such as laptop computers for staff. Budgeted based on experience at \$1000/yr per FTE.
Equipment Lease	Proportional share of facilities expense at Seneca's Santa Clara County regional headquarters.
Equipment Depreciation	Proportional share of facilities expense at Seneca's Santa Clara County regional headquarters.
Equipment Maintenance and Repair	Proportional share of facilities expense at Seneca's Santa Clara County regional headquarters.
Vehicle Operating	Proportional share of fleet vehicle operating expenses for gas, regular maintenance, etc.
Vehicle Maintenance	Proportional share of fleet vehicle depreciation expense
Treatment Supplies	Treatment supplies for youth and families. Budgeted based on the intensity, frequency, and duration of the service type.
Food	Budgeted food expense for The Welcoming Center.
Clothing	Budgeted clothing costs for relevant Intensive Placement Service and/or The Welcoming Center program.
Household Supplies	Budgeted household supplies for relevant resource family programs

Santa Clara County
Social Services Agency

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Exhibit E: Fee Schedule
Budget Narrative

Medical Supplies	Supplies necessary to provides medical services.
Caregiver Supplies/Flex Funds	Supplies necessary to support resource families. Funds cover unanticipated expenses and help promote placement stability.
Resource Parent Recruitment and Certification	Costs associated with resource parent recruitment.
Resource Parent Training	Costs associated with resource parent pre and post approval training.
Resource Parent Payment- TFC	100/day/resource family certified and providing TFC services, based on an occupancy rate of 86% or 313 placement days to account for earned breaks.
Resource Parent Payment	\$2609/resource family per month, based on an occupancy rate of 86%, or 313 placement days to account for earned breaks.
Resource Parent Transitional Support	Supports dedicated resource families who have served for a year or more interested in stepping back from the role to smoothly transition to their own stable housing and job.
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 14% of each program's direct costs on a monthly basis.

Santa Clara County
Social Services Agency

FY 2020-2021

Exhibit E: Fee Schedule
Resource Table

Agency Name: Seneca Family of Agencies

Project Name: Enhanced Intensive Therapeutic Foster Care (E-ITFC) Program

A	B	C	D
Source of Funds	FY19-20 Amount	% of Total Funding	Commitment Code
Social Services Agency (SSA)*	\$ 326,400	25%	4
State Funding	\$ 301,968	23%	4
Other Sources:		0%	
Behavioral Health Services Dept.	\$ 679,306	52%	4
		0%	
		0%	
		0%	
		0%	
Total Funding Resources**	\$ 1,307,674	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 **FY20-21 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.

Logic Model -

Enhanced Intensive Therapeutic Foster Care

Agency Name: Seneca Family of Agencies

A. Contract Goal:

The Enhanced Intensive Therapeutic Foster Care (ITFC) 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 the ITFC Program, CONTRACTOR shall set aside and use 4 of the approved Intensive Services Foster Care (ISFC) 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 placements.

C. Activities/Services

Placement and supportive services

D1. # of unduplicated clients/families served per FY

8 Clients

D2. # of Outputs per FY

8

D3. Output

Total Number of children and youth served

E. Short/Long Term Outcome Measures

Children and youth who are referred under the program are placed and receive services and supports.

Children and youth who are referred to the Program are transitioned to less restrictive and permanent placements.

Children and youth who are referred to the Program are transitioned to community-based and necessary home-based care.