

**Moss Beach Homes, Inc.  
July 1, 2005 through June 30, 2008  
Program Description**

***Purpose***

The purpose of the change of placement program operated by the Contractor is to provide a short-term residence for children who are Dependent Children of the San Mateo County Juvenile Court and are in transition, between foster home placements. These are mostly adolescents who have been in foster care, and have been unable to remain in the previous placement. Often times, this transition occurs due to behavioral difficulties that are disruptive to the placement ends. Many times the placements end suddenly, with insufficient notice to locate an alternative placement. As the County is the placing agency, most times this results in the County needing to provide care for the children during the period until another placement is located.

The Contractor's program assessment and treatment philosophy addresses the physical, emotional, social and cultural needs of at-risk ambulatory youth. The program accepts both male and female youth between the ages of 12 and 18 years. The program accepts all youth referred by San Mateo County Human Services Agency up to its capacity.

Many of the youth served by the program may have a prior DSM axis diagnosis. They may have a history of learning disabilities, physical or sexual abuse, behavioral problems which may include pre-delinquent behavior, delinquent behavior, poor impulse control, depression, adjustment disorder, borderline disorder, oppositional disorder, school problems, chronic runaway, chronic placement failure, sexual acting out, behavior/conduct disorder, hyperactivity, substance abuse, self-destructiveness, and emotional disturbance.

Residents accepted into the program may also be characterized as physically handicapped (although not so as to interfere with their ambulatory status), epileptic, diabetic, and palsied. They may present particular treatment needs, e.g., being learning handicapped, emotionally disturbed, physically or sexually abused, or have chemical abuse histories, which may qualify them for specialized program services.

The Contractor provides supervision, daily activities, mental health services, medical services and psychiatric services. The Contractor's staff works closely with San Mateo County Children and Family Services staff to coordinate services, complete needs assessment and service plans, and prepare the youth for the next placement. The Contractor provides bi-lingual services in Spanish, and provides culturally sensitive services to all residents.

These services include but are not limited to group counseling, sexual perpetrators/victim groups, substance abuse education groups, and family reunification endeavors. In addition, necessary arrangements are made for medical, dental and eye examinations and treatment.

A range of educational, psychological, psychiatric service treatment, recreational and organized social experience is available for program residents. The daily schedule provides a stable and consistent structure for activities to be conducted. The values of stability and consistency are extremely important to the population for whom this program is designed; they afford residents a consistent and reliable treatment milieu to address underdeveloped behavior and deficient social skills.

The anticipated length of placement for residents ranges from one to three months.

## *Goals*

The goal of the Contractor is to provide a stable residential environment for youth that have had a disruption in their foster care living situation and are waiting for an alternative foster care placement. The placement Social Worker may utilize this time to assess the resident's situation, and search for a more appropriate placement.

First, the Contractor seeks to understand the multiple treatment needs of its population and their cultural context. It provides residents with immediate and long-term benefits. Among these are food, shelter, clothing, medical services, social, recreational opportunities and other needed services. To heighten cultural sensitivity and awareness to a resident's multi-cultural needs, staff receives multi-cultural training and may also participate in similar opportunities scheduled in the local community.

Second, the Contractor enables young people who are placed in the program to assume increasing responsibility for mastering various behavioral tasks in order to acquire social and personal living skills. Childcare worker staff model appropriate behavior, provide consistent feedback to the residents regarding their daily interactions in a variety of environments e.g., home, school, community. Additionally, the program provides residents with activities intended to develop independent living skills. Activities may include resume writing, finding an apartment, seeking a compatible roommate, developing job interviewing skills, financial management, completing their age-appropriate education, obtaining their G.E.D. and visiting area businesses. Other community resources may be used, e.g., mentor programs, job placement services, and vocational training programs, as indicated in their Needs and Services Plan. Overall, these endeavors encourage residents to participate in their treatment program according to an achieved level of insight, education and capability.

Third, the Contractor collaborates with placement workers and their respective agencies to consistently evaluate and directly respond to the presenting and ongoing treatment needs of youth in the Placement Program. The assigned County Social Worker will develop an individualized Needs and Services Plan in cooperation with residents, their placement workers and parents, if available, and other individuals significant to the child's success.

The program manager coordinates clinical services, e.g., individual and group therapy and any clinical consultation, when indicated. This cooperative endeavor can reduce rates of recidivism and future placement failure among this treatment population.

Fourth, the Contractor seeks, whenever possible, to reunite residents with their families. In the assessment phase, careful consideration is given the resources required to address family issues. In this context, a family may participate in structured opportunities that can renew confidence to be reunited with their child. This goal is facilitated by a family partnering with the Contractor to support their child's efforts to improve his life within the treatment program and their participation in scheduled events, e.g., parenting classes, to accomplish this end.

The staff of Moss Beach Homes, Inc. and San Mateo County Human Services have developed a detailed Program Statement as required by the State of California, Community Care Licensing as well as the State Rate Setting Bureau.

**Moss Beach Homes, Inc.  
July 1, 2005 through June 30, 2008  
RESPONSIBILITIES**

**The Contractor's Responsibilities:**

In operating the change of placement program for dependent children at the Tower House Receiving Home described in this Exhibit and in Exhibit A, the Contractor will:

1. Provide services to and house up to eight youths.
2. Be responsible for the care, safety and supervision of the residents at all times.
3. Maintain a behavioral management program at a level to justify a State Rate Level 12. (Level 12 is a level of service defined by the state and refers to the ratio of staff per children).
4. Operate within the state Community Care regulations.
5. Provide a Program Manager to supervise child care staff, ensure compliance with Community Care Licensing regulations and operate within the budget agreed upon with the County.
6. Accept only residents referred by the existing County Children's Receiving Home staff. Contractor may not reject any referral from the County Children's Receiving Home staff and that referrals are not to be returned to the County Children's Receiving Home unless there is Agreement by both the Contractor and the County's receiving home staff to do so.
7. Provide non-territorial space within the Tower House Receiving Home for out-posted service providers. (Examples of service providers are the nurse, mental health providers, senior counselors, and others that will provide services to Tower House Receiving Home.)
8. Operate a county shelter program. The Contractor recognizes that it becomes subject to the case plans of the Juvenile Court by signing this Agreement.
9. Administer medications and ensure the continuity of medications to residents.
10. Ensure that each resident is enrolled in and attends school.
11. Work with County Mental Health regarding the Therapeutic Behavior (TBS) program.
12. Contact the following for maintenance requests:  

Alicia Cummins (650) 802-7520      and/or Peter Coudray (650) 312-8902
13. Be responsible for any damages caused by the residents of Tower House to the facility, daily upkeep, including garbage, and obtaining custodial service for Tower House, and any related costs.

**County's Responsibilities:**

The County will:

1. Pay the lease Agreement with GE Capital and the annual maintenance point of service costs to Department of Public Works for the Tower House Receiving Home. Total lease

costs not to exceed \$24,000. The total annual maintenance point of service costs not to exceed \$5,000. (Maintenance point of service costs refers to the coverage of all maintenance for the Tower House Receiving Home with the exception of maintenance due to damage caused by the residents.) The Tower House Receiving Home will hereinafter be called Tower House in this document.

2. Pay for all utilities, automation fees incurred, including telephone usage and networking costs. Pay a fee-for-service at the rates shown below per hour for any maintenance not included in the annual maintenance point of service costs:

Type of Service	Fee per hour
Carpenter	\$59.36
Locksmith	\$57.09
Painter	\$57.78
Stationary Engineer	\$57.42
Utility Worker	\$46.19

Contracted services and materials are billed at actual cost (Rates are subject to change)

3. It is understood that all purchases made by the County will become the property of the County and may not be transferred or sold by the Contractor.
4. Be responsible for Intake and referral of program participants. (The existing County Children's Receiving Home will be the focal point of intake.)
5. Ensure that any referral to the facility who has an injury or illness is medically cleared by San Mateo County General Hospital prior to entering Tower House.
6. Provide a Nurse Practitioner that will be available in case of illness or injury and for checkups, health education, staff consultation, making medical and dental appointments.
7. Provide educational liaison staff that will be available to work with the children's files, assist with Individualized Educational Plan referral and follow up, and consultation with staff.
8. Provide dinner up to 7 days per week. Food will be purchased and delivered through the County Catering Connection.
9. Provide Senior Counselors who will:
  - Act as liaisons to Social Worker staff when placement issues arise and when cases require interaction with the Court.
  - Meet at least weekly with Tower House Receiving Home staff.
  - Be available to meet with Tower House residents and referrals.
  - Be available to meet with Placement Social Workers.
10. Evaluate with the contractor at a 3 month and 6 month period their change of placement program's ability to meet California Department of Social Services Rates Bureau's standards of reimbursement at 90% occupancy.

**Moss Beach Homes, Inc.  
July 1, 2005 through June 30, 2008**

**Budget and Payment Schedule For the Term of July 1, 2005 through June 30, 2006**

**Budget:**

- The cost to the County to have the Contractor operate a “Change of Placement Program” for FY 2005-06 at the Tower House Receiving Home is as shown in Attachment CI and is incorporated by reference herein.
- A base fee for the use of real property in the amount of \$1.00 will be deducted annually making the County’s obligation \$250,000 for year one (1) of the three year (3) contract.
- Year 2 and year 3 of the Agreement will be re-negotiated and amended in the form of an Amendment to this Agreement.

**Payment:**

- A. The total Agreement obligation for FY 2005-06 is \$250,000. Monthly invoices shall be sent to:

Marnita Garcia-Fulle  
County of San Mateo  
Human Services Agency  
400 Harbor Blvd., Bldg B  
Belmont, CA 94002

- B. The County shall pay Contractor upon receipt and approval of monthly invoices as shown below:

July 1, 2005	\$20,833
August 1, 2005	\$20,833
September 1, 2005	\$20,833
October 1, 2005	\$20,833
November 1, 2005	\$20,833
December 1, 2005	\$20,833
January 1, 2006	\$20,833
February 1, 2006	\$20,833
March 1, 2006	\$20,833
April 1, 2006	\$20,833
May 1, 2006	\$20,833
June 1, 2006	\$20,837
Total	\$250,000

**Moss Beach Homes, Inc.  
July 1, 2005 through June 30, 2008  
Program Monitoring**

**Program Monitoring**

**Monitoring**

The “Change of Placement Program” operated by the Contractor will be monitored on a monthly basis by the Human Services Program Manager. Program integrity will be monitored by:

- Reviews of individual Needs and Services Plans and any modifications to same for all residents;
- Case reviews of any resident who escalates to 602 Ward (602 Ward refers to residents that are under the supervision of probation), is hospitalized for psychiatric reasons or is discharged on an unplanned basis;
- Reviews of individual Runaway Plans as developed, AWOLS and interventions, if any;
- Reviews of any deviations from Discharge/Transfer Policy;
- Reviews of instances of use of emergency restraints;
- Review of unusual Incident Reports; and
- Review of any Resident Complaint Forms.

Fiscal reviews will be held on a quarterly basis and will consider:

- Capacity issues; and
- Any budget issues.

Contractor will prepare and submit to County’s Human Services Program Manager an annual report of actual budget costs. This report will be submitted within 90 days after the end of each fiscal year.

**(Required only from Contractors who provide services directly to the Public on the County's behalf.)**

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_  
Name of 504 Person - Type or Print

\_\_\_\_\_  
Name of Contractor(s)-Type or Print

\_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title of  
Authorized Official

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**COUNTY OF SAN MATEO**

**Equal Benefits Compliance Declaration Form**

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**I Vendor Identification**

Name of Contractor: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

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**II Employees**

Does the Contractor have any employees?  Yes  No

Does the Contractor provide benefits to spouses of employees?  Yes  No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

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**III Equal Benefits Compliance (Check one)**

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
  - Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
  - No, the Contractor does not comply.
  - The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_  
\_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date)
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**IV Declaration**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**FINGERPRINTING CERTIFICATION FORM**

**Agreement with Moss Beach Homes, Inc**

**For**

**“Change of Placement Program” at the Tower House Receiving Home**

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractor=s employees, assignees and subcontractors or volunteers have contact in accordance with Paragraph 9, Child Abuse Prevention and Reporting, of this Agreement

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**“Premises”**

The Premises consist of a parcel of land, certain site improvements and building improvements generally described as follows:

Improvements are set on a portion of a County-Owned parking lot in San Mateo County, California. The parcel is approximately 80 feet by 120 feet and set at the westerly end of the larger improved parking lot.

Site improvements include asphalt paved parking areas, concrete curbs, landscaping, fencing and decking.

Five 12-foot by 60-foot leased modular units have been put into place on the parcel and improved with office, residential, kitchen and bath facilities.

A rough schematic of the land and improvements follows this page.

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