

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

337



FROM: Department of Public Social Services (DPSS)

SUBMITTAL DATE:

June 14, 2012

SUBJECT: Approval of the Agreement between DPSS and Casey Family Programs

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to sign the attached Agreement CFP #FY12-0495 with Casey Family Programs to advance Riverside County's Child Welfare Initiative for the period of May 1, 2012 – June 30, 2013 with the option to renew for two additional one-year periods;
2. Authorize the Director of DPSS to administer the agreement; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal options, based on the availability of fiscal funding, and to sign amendments that do no change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates

Susan Loew

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: Federal Funding: 0%; State Funding: 0%; County Funding: 0%; Realignment Funding: 0%; Other Funding: 0%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Policy Policy

Consent Consent

Dept't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: N/A

District: All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.24

FORM APPROVED COUNTY COUNSEL
6-12-12
ELENAM BOEVA
Departmental Concurrence

RE: Approval of the Agreement between DPSS and Casey Family Programs

Date June 14, 2012

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BACKGROUND:

The Child Welfare Initiative seeks to create new programs that better the life-long opportunities and outcomes for children impacted by the child welfare systems such as the foster care program. Casey Family Programs (CFP) is a nationally accredited Washington nonprofit corporation, whose mission is to provide, improve, and ultimately to prevent the need for foster care.

CFP engages states, counties and tribes in child welfare initiatives to safely reduce the number of youth in foster care and improve education, employment and mental health outcomes.

DPSS and CFP desire to work together in order to advance their mutual goal (Child Welfare Initiative) to improve outcomes for youth and families who experience the foster care system.

DPSS and CFP shall work together in the development of initiative strategies in order to identify, implement and assess practices in furtherance of their Child Welfare Initiative.

DPSS will share data from the Adoption and Foster Care Analysis and Reporting System (AFCARS) and National Child Abuse and Neglect Data System (NCANDS) data files. CFP will treat the data as confidential and will not distribute it outside of CFP without prior written approval from DPSS, except as may be required by law.

FINANCIAL: There is no fiscal impact to the County of Riverside.

ATTACHMENT(S):

Contract CFP #FY12-0495

CONCUR/EXECUTE: N/A

SL: jsl



**CASEY FAMILY PROGRAMS
AND
RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
CHILDREN'S SERVICES DIVISION**

CHILD WELFARE INITIATIVE AGREEMENT

THIS CHILD WELFARE INITIATIVE AGREEMENT (Agreement) is entered into as of May 1, 2012 (Effective Date), by and between Riverside County Department of Public Social Services - Children's Services Division (DPSS) and Casey Family Programs (CFP). CFP and DPSS are sometimes referred to individually as a Party and collectively as the Parties. This Agreement supersedes and replaces any prior Child Welfare Initiative Agreement between the Parties, and any such agreement is hereby canceled or terminated as of the Effective Date.

CFP is a nationally accredited Washington nonprofit corporation, whose mission is to provide, improve, and ultimately to prevent the need for foster care. CFP engages states, counties and tribes in child welfare initiatives to (1) safely reduce the number of youth in foster care in this country by 50%, (2) reinvest savings from reduced foster care populations to strengthen the system and vulnerable families, and (3) improve education, employment and mental health outcomes (collectively, the 2020 Goals).

DPSS is a governmental entity, whose mission is to partner with communities and families to empower them to keep their children safe, healthy, at home, in school, and out of trouble by: Advocating and providing accessible and responsive services to meet family needs; Developing and Sustaining Family Centered Practice; Integrating policy, research, and practice; and Ensuring communities are served by competent staff in sufficient numbers.

The Parties desire to work together under the terms and conditions set forth in this Agreement, in order to advance their mutual goal to improve outcomes for youth and families who experience the foster care system. This work will inform and help advance achievement of CFP's 2020 Goals.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Child Welfare Initiative. During the Term of this Agreement, the Parties shall work together to identify, implement and assess practices that meet the Parties' mutual goals (Child Welfare Initiative). In furtherance of their Child Welfare Initiative, the Parties shall work together on designated initiative strategies (each, an Initiative Strategy) and corresponding work efforts.

2. Initiative Management and Documentation.

2.1 Initiative Lead Responsibility. The Initiative Leads referenced in Sections 3.1 and 4.1 below shall be responsible for coordination of all Child Welfare Initiative work efforts, communications and documentation. The Initiative Leads will meet regularly to provide ongoing planning and management for each Initiative Strategy, with responsibility to: (1) mutually develop Initiative Strategies and detailed work efforts, timelines, deliverables and budgets (Work Efforts); (2) document the Child Welfare Initiative as set forth in Section 2.2 below; (3) oversee implementation of the Initiative Strategies and Work Efforts to ensure they are on target; (4) use data to evaluate progress and effectiveness of the Initiative Strategies; (5) develop effective internal and external communications plans; and (6) agree upon Initiative Strategies and Work Efforts for the next year by no later than November 1 of each year.

2.2 Documentation. The Initiative Leads shall document the Child Welfare Initiative as follows:

2.2.1 Strategy Plan. Each year, the Parties shall develop an annual plan detailing the Initiative Strategies, corresponding projects, desired outcomes, any CFP Funds, and a payment and reporting schedule (Strategy Plan). Each Strategy Plan shall be documented and shall be, and is hereby incorporated to this Agreement. The 2012 Strategy Plan is attached hereto as Attachment 1. Subsequent Strategy Plans shall be documented as separate amendments signed by the Parties.

2.2.2 Work Plan. Throughout the Term of the Agreement, and to facilitate communication, coordination, planning and progress, the Initiative Leads shall document the detailed Work Efforts for the Initiative Strategies (Work Plan). The Work Plan shall be completed in a form provided by CFP and shall be a living document that details the Work Efforts as those particulars are agreed upon and completed by the Parties during the Term of the Agreement. The Work Plan shall be regularly shared between and reviewed and updated by the Parties.

2.2.3 Quarterly Progress Reports. On a quarterly basis, the Parties shall evaluate and document the progress and impact of the Initiative Strategies and Work Efforts, and identify any barriers or recommended changes by jointly completing a form provided by CFP.

2.2.4 Annual Summary. At the end of each year, the Parties shall summarize and analyze the Child Welfare Initiative efforts.

2.3 Other Initiative Strategies. The Parties may decide to modify a Strategy Plan or develop other Initiative Strategies that advance their mutual objectives and the Child Welfare Initiative. Such amendments to Strategy Plans or additions of other Initiative Strategies will be described and incorporated into this Agreement by an amendment.

3. DPSS Responsibilities.

3.1 Staffing. In addition to ongoing management provided by a lead identified by DPSS (DPSS Initiative Lead), DPSS staff shall work with CFP to support, implement and evaluate the Child Welfare Initiative.

3.2 Resources and Funding. Contingent upon funding availability and when appropriate, DPSS shall contribute resources to support the Initiative Strategies. DPSS has funds to support frontline staffing that will support all of the objectives of the Collaboration.

3.3 Data Sharing and Evaluation. DPSS will provide CFP with existing Adoption and Foster Care Analysis and Reporting System (AFCARS) and National Child Abuse and Neglect Data System (NCANDS) data files in the form and according to the schedule such files are submitted to the Administration for Children and Families. AFCARS and NCANDS data shall be submitted to CFP through CFP's secure data portal. Access to additional existing data reports may be required by CFP if additional outcomes are required to track Initiative Strategies or to support additional analyses by CFP in support of the work. Non-public data will be considered confidential and will not be distributed outside of CFP without prior written approval from DPSS, except as may be required by law.

3.4 Technical Assistance. Contingent upon funding availability, DPSS shall provide or procure technical assistance as appropriate to support the Initiative Strategies. If appropriate, DPSS may provide training and share identified best practices, resource materials and tools with CFP.

3.5 Shared Learning Opportunities. As appropriate, DPSS may invite CFP to participate in joint learning sessions, convening and other meetings held or sponsored by DPSS to inform strategies in support the Initiative Strategies and other areas of mutual interest.

3.6 Decision Making Responsibility. DPSS acknowledges and affirms that it retains sole control and responsibility for all decisions that are made with respect to any youth who are within its care, custody or control. CFP and its contractors make recommendations only and do not promise or guarantee any particular result. Any actions taken by DPSS or results that occur related to recommendations by CFP or its contractors shall be the sole responsibility and acted upon in the sole discretion of DPSS. CFP shall not have any liability, monetary or otherwise, to DPSS or any other person or entity for any such actions or results.

4. CFP Responsibilities.

4.1 Staffing. In addition to ongoing management provided by a CFP Strategic Consultant (CFP Initiative Lead), CFP staff shall work with DPSS to support, implement and evaluate the Child Welfare Initiative.

4.2 Funding. CFP may make payments to DPSS to defray costs associated with the Child Welfare Initiative (CFP Funds). Payment of CFP Funds shall be made according to the payment schedule detailed in the Strategy Plan, and is conditioned upon CFP's review and approval of quarterly progress reports.

4.3 Data Sharing and Evaluation. CFP will continuously evaluate Initiative Strategies and Work Efforts to improve youth and family outcomes in the areas of safety, permanency and well-being, and will share outcome data and collaboratively measure the impact of shared work. CFP will provide a secure data portal through which DPSS shall submit existing AFCARS and NCANDS data reports. CFP will conduct analyses of this data in support of the work. CFP will treat the data as confidential and will not distribute it outside of CFP without prior written approval from DPSS, except as may be required by law. CFP will cooperate and facilitate access to any non-identifying data that assists DPSS with the evaluation of the Initiative Strategies.

4.4 Technical Assistance. CFP shall provide or procure technical assistance to support the Initiative Strategies. CFP may provide training and share identified best practices, resource materials and tools with DPSS.

4.5 Shared Learning Opportunities. As appropriate, CFP may invite DPSS to participate in joint learning sessions, convening and other meetings held or sponsored by CFP to inform strategies in support the Initiative Strategies and other areas of mutual interest.

5. Use of CFP Funds.

5.1 Compliance with Agreement. CFP Funds shall be used solely in accordance with the terms and conditions of, and for the purposes set forth in this Agreement, as detailed in the Strategy Plans and Work Plans. CFP Funds may not be expended for any other purpose without CFP's prior written approval.

5.2 Compliance with Law. CFP Funds shall be used exclusively for such exempt purposes as are described in Section 501(c)(3) of the Internal Revenue Code, and otherwise in compliance with all applicable laws and regulations. DPSS shall not use CFP Funds to engage in any activity in furtherance of any Initiative Strategy that jeopardizes CFP's tax status as a private operating foundation. In particular, no CFP Funds shall be used: to carry on propaganda, to attempt to influence legislation, to participate in any political campaign on behalf of or in opposition of any candidate for public office, to make grants to individuals on a non-objective basis, or for any non-charitable or non-educational purpose.

5.3 Return of CFP Funds. At the end of each year of the Term, DPSS shall immediately return to CFP any CFP Funds not expended during the applicable calendar year for the purposes of achieving the Initiative Strategies described in the Strategy Plan.

5.4 Records, Review and Audit. DPSS must identify CFP Funds on its books, for ease of reference and verification. DPSS shall keep records of all receipts and expenditures arising under this Agreement, as well as copies of reports submitted to CFP, for at least four (4) years following expiration of the Term. Upon written request and reasonable notice by CFP, DPSS will permit CFP, its agents or representatives, to visit DPSS's premises, review DPSS's Initiative Strategies, work efforts, and activities and conduct, at CFP's own expense, an independent financial and/or programmatic evaluation or audit of the expenditures of CFP Funds. This Section shall survive the termination of the Agreement.

6. Confidential Information. In connection with the Agreement, the Parties may share proprietary information and/or confidential information or materials regarding children, youth or families relevant to facilitate the Initiative Strategies, including but not limited to names, addresses, physical and mental health data, family history and like information (collectively, Confidential Information). Each Party warrants and agrees that (a) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules and regulations, and (b) prior to sharing such Confidential Information, (i) disclosure of such information is required and/or authorized by law and/or (ii) the Party has obtained the appropriate consent of the adult or minor and/or his/her legal representative to share such Confidential Information.

7. Personnel. The Parties acknowledge that access to the Confidential Information of, and interaction with any children, youth or families who participate or are otherwise involved in the Initiative Strategies (Participants) requires discretion and sensitivity. Each Party represents and warrants that its personnel or contractors who have such access or interaction have been screened through appropriate background checks and have no history to suggest that it would be potentially dangerous, harmful or otherwise inappropriate for such personnel to assume the assigned responsibilities.

8. Nondiscrimination Policy. No person shall be denied benefits or be discriminated against as a Participant on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation or belief. In compliance with the Department of Labor,

regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified disabled individual shall be discriminated against in the admission or access to, treatment or participation in any Initiative Strategy activity.

9. Materials.

9.1 Previously Created Works. The Parties acknowledge that to the extent either Party has previously created written or otherwise documented work product prior to this Agreement (Works), or contributes Works for use in the Initiative Strategies that are subject to intellectual property rights, including copyrights, trademarks, and moral rights (IP Rights), that Party shall hold and retain its IP Rights to those Works. Each Party agrees to consider a request from the other Party to grant a license to use those Works solely for non-commercial purposes consistent with and subject to the provisions of this Agreement. Any such grant shall be memorialized in a Schedule to this Agreement or in a separate agreement between the Parties.

9.2 Initiative Materials. In furtherance of the Child Welfare Initiative, the Parties may produce materials, including but not limited to research instruments, published reports, or papers (Initiative Materials). The Parties shall agree on what Initiative Materials are published, and the final format and distribution of the Initiative Materials.

10. Use of CFP Name.

10.1 DPSS Materials. DPSS shall not include CFP's name in its written materials unless CFP has given its prior written approval, which DPSS shall request in writing.

10.2 Additional Applications. DPSS may seek funding for any of the Initiative Strategies through grants by other entities. CFP's name shall not be used in support of any grant proposal or application without CFP's review and written approval prior to its submission.

11. Term and Termination.

11.1 Term. This Agreement shall commence upon the Effective Date and shall continue until December 31, 2014 (Term), unless sooner terminated or amended by agreement of the Parties.

11.2 Termination. Notwithstanding the Term, either Party may terminate its participation in any single Initiative Strategy, Work Effort or the Agreement in total at any time during the Term by giving thirty (30) days' written notice to the other Party. Upon notice of termination of the Agreement or an Initiative Strategy, any obligation of CFP to provide CFP Funds in support of the Agreement or toward the terminated Initiative Strategy shall terminate.

12. General Terms.

12.1 Insurance. Each Party warrants that it carries the following insurance: (a) commercial general and, if applicable, professional liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, (b) automobile liability of \$1,000,000 per occurrence, and (c) property coverage in an amount necessary to cover the replacement cost of such Party's property to be used in support of the Initiative Strategies. DPSS may utilize self-insurance, commercial insurance or any combination thereof, to satisfy these coverage requirements.

12.2 Liability. No Party is responsible for the acts of third parties. Each Party is responsible for its own acts and omissions and those of its directors, officers, employees and agents.

12.3 Entire Agreement; Modification. This document, including all attachments, contains the terms and conditions that govern the subject matter described in this Agreement, and all other

promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. This terms and conditions of this Agreement may only be modified by a written agreement of the parties signed by an authorized representative of each Party.

12.4 No Third Party Beneficiaries Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

12.5 No Interpretation against Drafter. The terms and conditions of this Agreement were negotiated by Parties of equal bargaining strength and any rule that ambiguities are to be construed against the drafter shall not apply.

12.6 Assignment. Neither Party may assign its rights or obligations hereunder, whether by written agreement, operation of law or in any other manner whatsoever, not expressly assignable under the terms of this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld.

12.7 Counterparts. For the convenience of the Parties, this Agreement may be executed, delivered and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CASEY FAMILY PROGRAMS

RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES, CHILDREN'S SERVICES DIVISION

By: _____
David Sanders
Executive Vice President - Systems Improvement

By: _____
John F. Tavaglione
Chair, Board of Supervisors Riverside County

Notice Address:
Casey Family Programs
2001 8th Ave., Suite 2700
Seattle, WA 98121
Attn: Kathleen Cochran, Project Manager
Telephone: 206-282-7300 x 13386
Fax: 877-265-1014
Email: KCochran@casey.org

Board of Supervisors Address:
John F. Tavaglione
4080 Lemon Street
Riverside, CA 92501

Jack Lopez
Telephone: 951-358-3211
E-mail: jaclopez@riversidedpss.org

Notice Address:
Riverside Department of Public Social Services,
Children's Services Division (DPSS)
10281 Kidd Street
Riverside, CA 92503
Attn: Sylvia DePorto, Deputy Director
Jennifer Pabustan-Claar, Regional Manager
Telephone: 951-358-6593
Facsimile: 951-358-3777
E-mail: sdeporto@riversidedpss.org;
jpclear@riversidedpss.org;

FORM APPROVED COUNTY COUNSEL
BY: Elena M. Boeva 6-12-12
ELENA M. BOEVA DATE

**CASEY FAMILY PROGRAMS
AND
RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES - CHILDREN'S SERVICES DIVISION
CHILD WELFARE INITIATIVE AGREEMENT**

**ATTACHMENT 1
2012 STRATEGY PLAN**

Strategy	Strategy Description	Strategy Budget	Project	Description
<p>Prevention and Child Protective Services response systems improvements Outcome Decreased entries</p>	<p>Reduce neglect cases through practices and policies that prevent or divert most at-risk families and children by educating and targeting scarce resources, including community, mental health and domestic violence, alternative response and mandated reporters.</p>	<p>\$0.00</p>	<p>Community-based, family-centered prevention <u>Detail</u></p> <ul style="list-style-type: none"> • Riverside County - Prevent Entries and Re-Entries (Prevention) 	<p>Promote, research, and support community-based family-centered prevention programs for families to receive the services they need to raise their children safely and successfully. This may include family / neighborhood resource centers where staff guide families through the array of social services to make sure they get the support they need in order to prevent neglect. The centers and prevention programs should be well embedded within the community, inside community centers, schools, or local churches, to provide families a non-threatening environment in which to seek help. Promote practice change among the county's workforce to more effectively engage families. Promote family self-referrals to community-based services. Ensure family and community engagement in removal decisions.</p>

Strategy	Strategy Description	Strategy Budget	Project	Description
<p>Services to help birth families remediate safety issues to facilitate reunification</p> <p>Outcome Increase exits to reunification, and/or decrease exits to emancipation</p>	<p>Facilitate reunification and reduce reentries through timely services, that educate, build and promote birth family skills and capacities for safe and permanent outcomes.</p>	<p>\$0.00</p>	<p>Reunification supports</p> <p>Detail</p> <ul style="list-style-type: none"> Riverside County - Prevent Entries and Re-Entries (Reunification) 	<p>Conduct reunification readiness assessments. Promote quality parent/child visitations programs prior to reunification. Promote practice change among the county's workforce to more effectively engage families. Support reunification and reintegration services to families prior to return of child to birth parents. Provide post-reunification supports to birth families to ensure successful transition to permanency. Ensure standards for reunification reflect safety standards and are consistent with those used for removal. Develop and implement cross-system supports to coordinate care across support agencies to provide a network of services: such as substance abuse, domestic violence, mental health, housing, and child welfare services to achieve a stable home environment.</p>
<p>Strengthen system capacity to address full spectrum of system of care</p> <p>Outcome Decrease number of children in foster care</p> <p>Total</p>	<p>Support long term systemic goals that enable child serving systems to interconnect, be data informed, hiring, retaining and training a competent work force.</p>	<p>\$0.00</p>	<p>Data to promote practice reforms</p> <p>Detail</p> <ul style="list-style-type: none"> Riverside County - Data Support to Promote Practice Reforms 	<p>Support data capacity-building and data analysis best practices, focusing on accountability and data-driven outcomes-focused approaches. Promote and support an evidence-based and outcomes-focused approach to child welfare system development and organizational improvement in order to build consensus on appropriate models of reform, the respective roles and responsibilities of public and private agencies, and to provide input on areas on which the child welfare policy and evaluation fields should focus.</p>
				<p>\$0.00</p>

Quarterly Reports and CFP Funds.

CFP shall not provide CFP Funds in 2012. Quarterly reports shall be submitted to CFP according to the following schedule:

Report Due	Reporting Period
July 15, 2012	May 1 – June 30, 2012
October 15, 2012	July 1 – September 30, 2012
January 15, 2013	October 1 – December 31, 2012