

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



**ITEM: 3.16  
(ID # 18383)**

**MEETING DATE:**

Tuesday, March 29, 2022

**FROM :** PUBLIC SOCIAL SERVICES:

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Approve Professional Services Agreement DPSS-0003953 with McKinley Children's Services, Inc. for Intensive Services Foster Care (ISFC) Temporary Emergency Placement (TEP) for a total aggregate amount of \$1,392,120 effective December 20, 2021 through June 30, 2026; and Approve the Master Agreement for ISFC TEP template and execution of future Agreements for ISFC TEP services for a total aggregate amount \$2,474,880 for five years through June 30, 2026; All Districts. [Total Cost \$3,867,000; up to \$1,546,800 in additional compensation - 22% Federal; 8% State; 50% Realignment; 20% County]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve Professional Services Agreement # DPSS-0003953 with McKinley Children's Services for Intensive Services Foster Care Temporary Emergency Placement in the aggregate amount of \$1,392,120, effective December 20, 2021 through June 30, 2026; and authorize the Chairman of the Board to sign the Agreement on behalf of the County;
2. Approve the attached Master Agreement for Intensive Services Foster Care Temporary Emergency Placement template;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, Category 2, Exception C, to execute individual agreements, substantially conforming in form and substance to the attached template and as approved to form by County Counsel, with foster family agencies according to Ordinance No. 459, Category 2, Exception C, effective upon signature and continuing through June 30, 2026, in an amount not to exceed the funding amount budgeted by the department annually, and as set forth in the table below; and

Continued on page 2

**ACTION:Policy**

  
Sayori Baldwin, DPSS Director 3/1/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 29, 2022  
xc: DPSS

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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**RECOMMENDED MOTION:** That the Board of Supervisors:

4. Authorize the Purchasing Agent, in accordance with Ordinance 459, Category 2, Exception C, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that make modifications to the Scope of Services that stay within the intent of the agreement, (b) move the allocated funds among the providers provided such change does not exceed the annual budgeted amount, and (c) sign amendments to the compensation provisions that do not exceed the sum total of forty percent (40%) of the total aggregate cost of the agreement.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 773,400	\$ 773,400	\$ 3,867,000	\$ 0
<b>NET COUNTY COST</b>	\$ 154,680	\$ 154,680	\$ 773,400	\$ 0
<b>SOURCE OF FUNDS: Federal 22%; State 8%; Realignment 50%; County 20%</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: FY21/22- FY25/26</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Children who are involved in the Child Welfare System may require placement into foster care as a result of abuse or neglect, which makes it unsafe to remain at home with their parent/guardian. It is sometimes difficult to match children to an initial placement suitable to meet their needs within a reasonable time. This could be due to behavior issues, specialized needs, time of day, or lack of a suitable foster home that can accept a child/nonminor dependent. These situations present a need for Temporary Emergency Placement (TEP) for the children until a more permanent placement can be located.

The Department of Public Social Services (DPSS) Children’s Services Division (CSD) has seen an increased need to provide TEP for Intensive Services Foster Care (ISFC) children in need of higher level of care. These children often have behavioral and emotional needs that warrant a placement that can provide intensive support to them as soon as they enter or re-enter foster placement. It is essential that children receive Trauma Informed Care that emphasizes physical, psychological and emotional safety for both clients and providers, and helps survivors rebuild a sense of control and empowerment.

Understanding the increased need for short-term ISFC TEP options, DPSS CSD issued a Request for Quote (RFQ) in October 2021 – RIVCO-RFQ-0000374 to establish a limited number of beds throughout Riverside County that are reserved specifically for ISFC children in need of Temporary Emergency Placement. The awarded certified family home Foster Family Agency, McKinley Children’s Services, Inc., will receive a guaranteed monthly payment

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(unoccupied rate) to reserve four beds in their certified resource family homes and be willing to take temporary emergency placement of a child twenty-four (24) hours a day, seven (7) days a week.

ISFC Foster Family Agencies (FFA) are Licensed by Community Care Licensing with an approved Program Statement for the provision of ISFC services. The ISFC FFA recruits and trains families to become ISFC Certified Family Homes. Certified Family Homes receive forty hours (40) of specialized training and an additional twenty-four (24) hours of training annually. Once the child is placed, the Foster Family Agency would receive the full Level of Care (LOC) payment which is funded through Foster Care. The Foster Family Agency would revert to the unoccupied bed rate once a permanent placement was found.

DPSS requests approval of the Master Agreement for Intensive Services Foster Care Temporary Emergency Placement template and the ratification and execution of Professional Services Agreement #DPSS-0003953 with McKinley Children’s Center, Inc. as awarded through RIVCO-RFQ-0000374 and/or other approved certified family homes awarded under Ordinance 459 or RFQ, for the provision of ISFC Temporary Emergency Placement, and to allocate the available funding to the providers as needed to serve the County.

**Impact on Residents and Businesses**

The ISFC Temporary Emergency Placement program serves to enhance placement services and achieve the department goal of providing safety and care to children in a homelike setting in the least restrictive manner while a suitable long-term placement is being secured.

**Additional Fiscal Information**

The total annual payments to Foster Family Agencies shall not exceed:

McKinley Children's Services, Inc YEAR PERIOD	ANNUAL PAYMENT
Fiscal Year 2021 – 2022	\$154,680
Fiscal Year 2022 – 2023	\$ 309,360
Fiscal Year 2023 – 2024	\$ 309,360
Fiscal Year 2024 – 2025	\$ 309,360
Fiscal Year 2025 – 2026	\$ 309,360
<b>Total</b>	<b>\$1,392,120</b>

YEAR PERIOD	ANNUAL PAYMENT
Fiscal Year 2021 – 2022	\$618,720
Fiscal Year 2022 – 2023	\$ 464,040
Fiscal Year 2023 – 2024	\$ 464,040
Fiscal Year 2024 – 2025	\$ 464,040
Fiscal Year 2025 – 2026	\$ 464,040

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Total Aggregate Cost for Future TEP Service Agreements	\$2,474,880
<b>Total Aggregate Cost for ISFC TEP Services</b>	<b>3,867,000</b>

These services were budgeted through the Countywide budget process, therefore, no budget adjustment is needed.

**Contract History and Price Reasonableness**

Shelter homes and youth home services are exempt under Ordinance 459 due to the nature of the services and limited-service resources. Due to the need to identify providers that meet ISFC Temporary Emergency Placement requirements, the Purchasing Department on behalf of DPSS-CSD issued Request for Quote (RFQ) # RIVCO-2021-RFQ0000374 for the provision of ISFC Temporary Emergency Placement. The RFQ notification was viewed by seven (7) vendors, with three (3) vendors responding and a total of one (1) responsible responsive bidder which is McKinley Children's Services, Inc. The bid response was evaluated based on the criteria set forth in the RFQ requirements.

The price proposed by bidder is \$6,445 per bed per month as per the rate schedule for ISFC approved by California Department of Social Services (CDSS); therefore, it is recommended that the contract be awarded to McKinley Children's Services, Inc.

There is a continued need for providers that can serve children and youth who have complex needs and a higher level of care. DPSS in accordance with Ordinance 459 will select and award future agreements for the ISFC Temporary Emergency Placement program to expand capacity and placement services options without bidding due to the nature of the services and limited-service resources.

**ATTACHMENTS:**

- **ATTACHMENT A:** Agreement # DPSS-0003953 for Intensive Services Foster Care Temporary Emergency Placement with McKinley Children's Services, Inc.
- **ATTACHMENT B:** Master Agreement for Intensive Services Foster Care Temporary Emergency Placement template

  
Cynthia M. Gartzel, Chief Deputy County Counsel 3/17/2022



**County of Riverside Department of Public Social Services  
Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503**

**and**

**McKinley Children's Center, Inc.**

Master Contract Agreement for Intensive Services Foster Care Temporary Emergency Placement

DPSS-0003953



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Schedule B – Scope of Services

**List of Attachments**

- Attachment I – PII Privacy and Security Standards
- Attachment II – Assurance of Compliance
- Attachment III – Daily Occupancy Log Sheet
- Attachment IV – DPSS 2076A, DPSS 2076B & Instructions

**List of Exhibits**

- Exhibit A – Riverside County Provider Needs and Services Plan/Quarterly Progress Report
- Exhibit B – Visitation Plan Evaluation form (DPSS Form 3300)
- Exhibit C – Youth/Non-Minor Dependents (NMD) Clothing Requirements form
- Exhibit D – Verification of Dependents Medical and Dental Examinations form (DPSS Form CSD 2004)

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between McKinley Children's Center, Inc., a California nonprofit corporation (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY" and/or "DPSS"). The Parties agree as follows:

#### 1. DEFINITIONS

- A. "Certified Family Home(s)" refers to a family residence certified by a licensed Foster Family Agency and issued a certificate of approval by that agency as meeting licensing standards, and used only by that Foster Family Agency for placements.
- B. "CONTRACTOR" refers to McKinley Children's Center, Inc. including its employees, agents, and representatives.
- C. "Corrective Action Plan" or "CAP" refers to a document that serves as the CONTRACTOR's commitment to remedy deficiencies in response to findings uncovered during investigations, monitoring visits, and/or audits.
- D. "COUNTY" and/or "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. COUNTY and DPSS are used interchangeably in this Agreement.
- E. "Foster Family Agency" and/or "FFA" refers to any organization engaged in the recruiting, certifying, and training of, and providing professional support to, certified foster parent(s), or in finding homes for placement of children for temporary or permanent care who require that level of care as an alternative to a Group Home in compliance with California Code of Regulations, Title 22 (Title 22), Division 6, Chapters 1 and 8.8, including the most current Interim Standards.
- F. "Hold Status" refers to the status of CONTRACTOR when there is a suspension of referrals of children to the CONTRACTOR in accordance with DPSS internal protocol. CONTRACTOR may be placed on temporary or permanent Hold Status at any time during investigations, monitoring visits, and/or audits.
- G. "ISFC" refers to Intensive Service Foster Care.
- H. "Needs and Services Plan" refers to a comprehensive, individualized, time-limited, goal oriented written plan that identifies the specific needs of an individual child including, but not limited to, those items specified in Title 22, and delineates the services necessary to meet the child's identified needs. A sample **Riverside County Provider Needs and Services Plan/Quarterly Progress Report** is attached hereto and incorporated herein as **Exhibit A**.
- I. "NMD" refers to a Non-Minor Dependent.
- J. "Placement Agency" refers to facility or agency providing the care and services for Placed Children, and includes DPSS, FFA, Group Home, STRTP, or ISFC.
- K. "Placed Child" or "Placed Children" refers to any child or children placed by the COUNTY receiving services from the CONTRACTOR pursuant to this Agreement.
- L. "Quarterly Progress Report" refers to a report provided by the CONTRACTOR that notes each child's progress and milestones achieved for the ninety (90) day period being reported. A

sample **Riverside County Provider Needs and Services Plan/Quarterly Progress Report** is attached hereto and incorporated herein as **Exhibit A**.

- M. "STRTP" refers to Short-Term Residential Therapeutic Program.
- N. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the CONTRACTOR with a Subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- O. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another Subcontractor for the performance of any of the terms and conditions contained in this Agreement.
- P. "TEP" refers to Temporary Emergency Placement.
- Q. "RFH" refers to Resource Family Home which is a family or an individual that a foster family agency determines to have successfully met both the RFH application and assessment criteria necessary for providing care for a child in foster care.

## 2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services as outlined and specified in **Scope of Services**, which is attached hereto and incorporated herein as **Schedule B, at the prices stated in Payment Provisions, which is attached hereto and incorporated herein as Schedule A**.

## 3. PERIOD OF PERFORMANCE

This Agreement shall be effective December 20, 2021 ("Effective Date") and continues through June 30, 2026, unless terminated earlier or otherwise modified. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

## 4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with the rates set forth in **Schedule A (Payment Provisions)**. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in **Schedule A**, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

## 5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of COUNTY funding from which payment can be made. There shall be no legal liability for payment on the part of COUNTY beyond June 30 of each year unless funds are made available for such payment by the COUNTY Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately give written notice to CONTRACTOR and this Agreement shall be deemed terminated and be of no further force or effect. COUNTY shall make all payments to CONTRACTOR that were properly earned prior to the unavailability of funding.

## 6. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice to CONTRACTOR stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- C. After receipt of the written notice of termination, CONTRACTOR shall:
  - (1) Stop all work under this Agreement on the date specified in the written notice of termination; and
  - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- E. CONTRACTOR's rights under this Agreement shall immediately terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement, including all insurance requirements. In such an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

## 7. F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the Parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

## 8. TRANSITION PERIOD

CONTRACTOR recognizes that the services under this Agreement are vital to COUNTY and must be continued without interruption and that, upon expiration, COUNTY, or another contractor, may continue the services outlined herein. CONTRACTOR agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition of clients or services to a successor.

## 9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

CONTRACTOR agrees that all materials, reports or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of COUNTY. The material, reports or products may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties. CONTRACTOR agrees not to

release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.

10. CONDUCT OF CONTRACTOR/CONFLICT OF INTEREST

- A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or Subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. CONTRACTOR shall not, under any circumstances which could be perceived as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

11. RECORDS, INSPECTIONS, AND AUDITS

- A. CONTRACTOR shall maintain and retain records received on each Placed Child as required by California Code of Regulations, Title 22, Division 6, Chapter 8.8, including Sections 88070 and 88070.1, and the relevant provisions in this Agreement. Such records include, but are not limited to, placement and termination documents, medical and dental records, court orders allowing medication, Placed Children's financial records (clothing, allowances, earnings, and medical expenses, etc.), evaluations, social worker notes and reports, childcare and other related documentation. The information in the Placed Child's record, maintained at CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who need access to the information to perform their duties, such as Needs and Services Plan.
- B. CONTRACTOR shall maintain and retain records on each Resource Family Home and Parent as required by California Code of Regulations, Title 22, Division 6, Chapter 8.8, including Sections 88066, 88066.1, 88069.7, and 88069.8. Such records include, but are not limited to, fingerprint clearances, Child Abuse Index clearances, CONTRACTOR's Certificate of Approval, and CONTRACTOR's admission agreements for each Placed Child.
- C. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting CONTRACTOR performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.
- D. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later. All records under this Agreement shall be kept and maintained at a location in Riverside [or a contiguous California] County, or, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section.



CONTRACTOR shall maintain all records in accordance with California State records and retention regulations, including the provisions of CDSS Manual, Section 23-353.

- E. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- F. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- G. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

## 12. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the privacy and confidentiality of all information and records received under this Agreement pursuant to Welfare and Institutions Code sections 827, 5328-5330, and 10850-10853, and all other provisions of law and regulations promulgated thereunder relating to privacy and confidentiality, including Juvenile Court orders and COUNTY policies. All Placed Children's information and records are confidential and shall be kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, Subcontractors, and all other individuals performing services under this Agreement. CONTRACTOR shall not use such information for any purpose not required to carry out CONTRACTOR's obligations under this Agreement.
- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction. CONTRACTOR shall require all of its employees, agents, Subcontractors, and all other individuals performing services under this Agreement to sign an agreement with CONTRACTOR before commencing services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Agreement. CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.
- C. CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement of this provision and that any person violating California law with respect to confidentiality of juvenile records may be found guilty of a crime.
- D. CONTRACTOR shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is expressly permitted by this Agreement or as authorized in writing in advance by COUNTY.

E. Notwithstanding the above, the Juvenile Court has exclusive jurisdiction over juvenile records, documents, and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with Welfare and Institutions Code section 827, California Rules of Court Rule 5.552, all applicable statutes, caselaw and Riverside County Juvenile Court rules regarding access and confidentiality. No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized by law or written approval of a Judge of the Juvenile Court. CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

To the extent CONTRACTOR, or any of its employees, affiliates, or subcontractors, is a "covered entity" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto, the Parties agree that CONTRACTOR or any of its employees, affiliates, or Subcontractors may release "protected health information," as that term is defined by HIPAA, to DPSS, without a signed authorization, for the purpose of coordinating or managing the care of Placed Children.

14. PERSONALLY IDENTIFIABLE INFORMATION

A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and CONTRACTOR may collect PII for such purposes, to the extent such activities are authorized by law.

B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et seq., and 45 CFR 205.50 et seq., or as required by law. Disclosures which are required by law, such as a court order, are allowable. Any other use or disclosure of requires the express approval in writing from the COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

C. CONTRACTOR agrees to the **PII Privacy and Security Standards** attached hereto and incorporated herein as **Attachment I**. When applicable, CONTRACTOR shall incorporate the relevant provisions of **Attachment I** into each Subcontract or sub-award to Subcontractors.

15. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies and districts, including their officers, employees and agents (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, Subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost including but not limited to,

attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

## 16. INSURANCE

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retentions unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such event, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier

to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- E. It is understood and agreed to by the Parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.
- I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### 17. WORKER'S COMPENSATION

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

#### 18. VEHICLE LIABILITY

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

#### 19. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

Policy shall include abuse and molestation insurance as an endorsement to the commercial general liability policy in a form and with coverage that are satisfactory to the COUNTY covering damages

arising out of actual, threatened or allege physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature and retention of any person for whom the CONTRACTOR is responsible including but not limited to CONTRACTOR and CONTRACTOR's employees and volunteers. Policy endorsement's definition of an insured shall include the CONTRACTOR, and the CONTRACTOR's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

20. PROFESSIONAL LIABILITY

If, at any time during the duration of this Agreement and any renewal or extension thereof, the CONTRACTOR, its employees, agents or Subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the CONTRACTOR shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claim made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1, 2, or 3 will continue for a period of five (5) years beyond the termination of this Agreement.

21. CYBER LIABILITY

CONTRACTOR shall procure and maintain for the duration of the Agreement cyber liability insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the Agreement cyber liability insurance against claims arising out of its services including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide



coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

22. INDEPENDENT CONTRACTOR

It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the Parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

23. USE BY POLITICAL ENTITIES

CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County, and to every political entity located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to CONTRACTOR; COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

24. LICENSES AND PERMITS

As applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, COUNTY, and other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary licenses, permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement, as stipulated in the most current version of the California Department of Social Services Interim Licensing Standards; California Code of Regulations Title 22, Division 6, Chapter 1 General Licensing Requirements and Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1; and all other regulatory statutes as required by State law.

25. NO DEBARMENT OR SUSPENSION

CONTRACTOR certifies that:

- (1) Is not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
- (2) Has within a three (3) year period preceding this Agreement been convicted of or had a civil judgement rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, violation of federal or state anti-trust status, commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above; or
- (4) Has within a three (3) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

## 26. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

A. CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon CONTRACTOR to the same extent as they are upon COUNTY. The CONTRACTOR shall check for communication regarding regulations and legislation at least one (1) time monthly, on web resources including, but not limited to, the following:

- (1) <https://www.cdss.ca.gov/inforesources/letters-and-notice>
- (2) <https://www.cdss.ca.gov/inforesources/letters-regulations/legislation-and-regulations/foster-care-regulations>
- (3) <https://www.cdss.ca.gov/inforesources/childrens-residential/resources-for-providers/laws-and-regulations>
- (4) <https://www.cdss.ca.gov/inforesources/childrens-residential>
- (5) <https://www.acf.hhs.gov/cb/laws-policies>
- (6) <https://www.cdss.ca.gov/inforesources/community-care/policy/information-releases>

B. CONTRACTOR shall also comply with any additional requirements communicated from COUNTY as a result of any regulatory revision or requirement updates as provided by California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing authorities.

## 27. PERSONNEL

A. Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Clients. The list shall include:

- (1) All staff who work full or part-time positions by title, including volunteer positions;
- (2) A brief description of the functions of each position and hours each position worked; and
- (3) The professional degree, if applicable and experience required for each position.

B. COUNTY has the sole discretion to approve or not approve any person on the CONTRACTOR's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary



power over minors, or who occupies supervisory or teaching positions over adult Clients. COUNTY shall notify CONTRACTOR in writing of any person not approved, but to protect Client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, CONTRACTOR shall immediately remove that person from providing services under this Agreement.

C. Background Checks

CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

28. EMPLOYMENT PRACTICES

- A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement; and if applicable, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
- E. Employment Development Department reporting requirements: CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.D

29. LOBBYING

- A. CONTRACTOR shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any

federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers, including Subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

### 30. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either Party in the performance of their obligations hereunder, then that Party shall give written notice to the other of the nature of this action, including in the written notice a copy of the adverse action. The Parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the Parties fail to reach a negotiated modification concerning the adverse action, then the affected Party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' written notice or may terminate sooner if agreed to by both Parties.

### 31. SUBCONTRACTS

- A. CONTRACTOR shall not enter into any Subcontract with any Subcontractor who:
  - (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
  - (2) Has within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, violation of federal or state anti-trust status, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or
  - (4) Has within a three (3) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- B. CONTRACTOR shall be fully responsible for the acts or omissions of its Subcontractors and the Subcontractors' employees.
- C. CONTRACTOR shall insert clauses in all Subcontracts to bind its Subcontractors to the terms and conditions of this Agreement.

D. Nothing contained in this Agreement shall create a contractual relationship between any Subcontractor or supplier of CONTRACTOR and COUNTY.

32. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other agreement. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any COUNTY programs without prior approval of COUNTY.

33. ASSIGNMENT

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

34. FORCE MAJEURE

If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

35. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

36. DISPUTES

A. The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. Any dispute relating to this Agreement which is not resolved by the Parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

C. Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediations.

## 37. ADMINISTRATIVE/CONTRACT LIAISON

Each Party shall designate a liaison that will be the primary point of contact regarding this Agreement.

## 38. CIVIL RIGHTS COMPLIANCE

## A. Assurance of Compliance

CONTRACTOR shall complete the "Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as Attachment III. CONTRACTOR will sign and date Attachment III and return it to COUNTY along with the executed agreement. CONTRACTOR shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

## B. Client Complaints

CONTRACTOR shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel. CONTRACTOR must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

[https://www.sccgov.org/ssa/info\\_notices/pub13\\_english.pdf](https://www.sccgov.org/ssa/info_notices/pub13_english.pdf)

Civil Rights Complaints should be referred to:

Civil Rights Coordinator  
Assurance and Review Services  
Riverside County Department of Public Social Services  
4060 County Circle Drive  
Riverside, CA 92503  
[assuranceandreview@rivco.org](mailto:assuranceandreview@rivco.org)

## C. Services, Benefits and Facilities

CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.

- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- (4) Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

D. Cultural Competency

CONTRACTOR shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

39. NOTICES

Any written notices, claims, correspondence, or statements hereunder to be given by one party to the other party shall be deemed properly served three (3) business days after it is deposited in the United States Mail, postage prepaid, addressed as specified below. Either COUNTY or CONTRACTOR may change its address for the receipt of notice by giving written notice thereof to the other party of such change.

COUNTY:

Department of Public Social Services  
Contracts Administration Unit  
P.O. Box 7789  
Riverside, CA 92513

Invoices and other financial documents:

Department of Public Social Services  
Fiscal/Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

CONTRACTOR:

Mckinley Children's Center, Inc.  
180 Via Verde, Suite 200  
San Dimas, CA 91773

CONTRACTOR "Remit To" Address:

Mckinley Children's Center, Inc.  
180 Via Verde, Suite 200  
San Dimas, CA 91773

## 40. HOLD STATUS AND/OR CORRECTIVE ACTION PLAN

The COUNTY may place CONTRACTOR on Hold Status and/or provide a Corrective Action Plan when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize Placed Children; there has been a serious event or identified risk involving abuse or neglect; or there has been noncompliance with a significant fiscal/programmatic requirement of the Agreement.

## A. Hold Status

COUNTY retains the right to temporarily or permanently suspend referrals of children to CONTRACTOR by placing the CONTRACTOR on Hold Status at any time during investigations, auditing, or monitoring if there is a reasonable belief that the CONTRACTOR or any of its Certified Family Homes have engaged in conduct which may jeopardize Placed Children; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of this Agreement for which the CONTRACTOR failed to take corrective action (when appropriate).

## B. Corrective Action Plan (CAP)

COUNTY shall provide written notice to the CONTRACTOR describing the deficiencies requiring correction. The CONTRACTOR shall provide evidence of deficiency correction according to guidelines set forth by COUNTY within the Corrective Action Plan. At the sole discretion of DPSS, failure to correct deficiencies may result in cessation of any current or future placements with the CONTRACTOR and/or Certified Family Home.

CONTRACTOR understands and agrees that continued deficiencies and/or failure to comply with the terms and conditions of this Agreement may lead to the cessation of placements with some of CONTRACTOR's Certified Family Homes, and/or removal of CONTRACTOR from COUNTY's approved Foster Family Agency list, resulting in no future placements from COUNTY.

## 41. SIGNED IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

## 42. ELECTRONIC SIGNATURES

Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

43. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by authorized representatives of both Parties. Requests to modify fiscal provisions shall be submitted no later than April 1 to be effective the following fiscal year.

44. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for McKinley Children's Center, Inc. <i>Anil Vadaparty</i>	Authorized Signature for COUNTY <i>Jeff Hewitt</i>
Printed Name of Person Signing: Anil Vadaparty	Printed Name of Person Signing: Jeff Hewitt
Title: Chief Executive Officer	Title: Chairman of the Board
Date Signed:  Feb 10, 2022	Date Signed:  Mar 31, 2022

Approved as to Form  
County Counsel Signature:

*Katherine Wilkins*

\_\_\_\_\_  
Katherine Wilkins, Deputy County Counsel

Date Signed: Feb 10, 2022



ATTEST:  
KECIA R. HARPER, Clerk

*PRISCILLA RASSO*

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



Schedule A  
Payment Provisions

A.1 MAXIMUM AMOUNTS – ANNUAL AND AGGREGATE TOTALS

The total annual payments to CONTRACTOR for ISFC Temporary Emergency Placement Guaranteed Beds shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
December 20, 2021 through June 30, 2022	\$154,680
July 1, 2022 through June 30, 2023	\$309,360
July 1, 2023 through June 30, 2024	\$309,360
July 1, 2024 through June 30, 2025	\$309,360
July 1, 2025 through June 30, 2026	\$309,360
<b>Total</b>	<b>\$1,392,120</b>

A.2 UNIT OF SERVICE

ISFC Emergency Placement Guaranteed Bed Rate:

- A. CONTRACTOR shall be paid \$6,445 (six thousand four hundred and forty five dollars) for one (1) available unoccupied bed per month. Compensation through this Agreement is exclusively for unoccupied beds. If a bed becomes occupied during the calendar month, CONTRACTOR shall be paid a pro-rated daily rate for the number of days the bed was available and unoccupied. The daily rate shall be calculated by dividing \$6,445 by the number of days in the applicable calendar month. Once a child is placed, the agency will receive the Level of Care (LOC) appropriate rate. The rate shall be inclusive of all services outlined in Schedule B, Scope of Services.
- B. CONTRACTOR shall not be reimbursed for unoccupied bed if/when ISFC referral placement is refused without CSD approval.
- C. CONTRACTOR shall have no more than two (2) ISFC Emergency Placements in one (1) home unless placements are sibling sets and prior authorization has been provided by DPSS management.

GUARANTEED # OF ISFC BEDS	UNIT OF SERVICE	MONTHLY TOTAL
04	\$6,445	\$25,780

UNIT OF SERVICE	BILLING COST PER UNIT OF SERVICE
A unit is defined as an ISFC emergency placement bed available unoccupied for 1 calendar month.	\$6,445*
	<i>*Any bed that becomes occupied during the calendar month, the unit shall be prorated using a daily rate based on the following methodology: Days of the calendar month/total unit cost.</i>

## A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

- A. CONTRACTOR shall be paid the actual amount of each approved monthly invoice for payment that is accompanied by the **Daily Occupancy Log Sheet**, attached hereto and incorporated herein as **Attachment III**. The CONTRACTOR must clearly designate whether each bed was unoccupied and when it became occupied. Payment may be delayed if required supporting documentation is not provided or the other requirements are not met.
- B. All payment claims shall be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- C. As applicable for payment requests, CONTRACTOR shall submit completed DPSS forms 2076A (**Contractor Payment Request**), and 2076B (**Contractor Expenditure Report**), attached hereto and incorporated herein as **Attachment IV**.
- D. CONTRACTOR invoice estimates for May and June are due no later than June 5. Actual CONTRACTOR invoices for May and June are due no later than July 30.
- E. DPSS shall pay the CONTRACTOR, in arrears, the rate of reimbursement established by the State of California, for each child receiving services during the preceding calendar month. Payments shall accrue from the date child is placed, and terminate the day prior to discharge. Reimbursement is contingent upon the CONTRACTOR maintaining an appropriate license in good standing.
- F. In order to receive payment each month, CONTRACTOR shall establish a user account(s) on the Foster Care Provider Portal (FCPP) website by emailing [FCMonthlyReports@rivco.org](mailto:FCMonthlyReports@rivco.org). The Contractor shall complete and submit a report (DPSS 4306) of the previous month's placement activity on the FCPP website, located at <https://fcpp.riversidedpss.org/Account/Login?ReturnUrl=%2FPages%2F>. The report is due on or before the 4<sup>th</sup> day of the month. Should the 4<sup>th</sup> day of the month fall on a Sunday or holiday, the report is due the following day. Questions should be directed to Foster Care at (951) 358-4931. Questions regarding payments should be directed to the dependent's assigned Foster Care Eligibility Technician, or a payment inquiry may be submitted via the FCPP website.
- G. CONTRACTOR shall be liable to repay DPSS for all overpayments to which it is not entitled in accordance with CDSS Manual Eligibility and Assistance Standards (EAS) Chapter 45-300: AFDC-FC Payee, Payment and Delivery. An overpayment Demand Letter shall be issued to the CONTRACTOR for each rate reimbursement the CONTRACTOR has been overpaid. In the event the CONTRACTOR is non-responsive to the Demand Letter or become delinquent in making the agreed upon payments, DPSS shall reserve the right to take the necessary actions to recoup the overpayment, including, but not limited to: placing the CONTRACTOR on Hold Status, removing the facility from COUNTY's approved Agency list, which will result in no future placement from COUNTY; and/or pursuing legal action.
- H. CONTRACTOR shall be liable for expenses incurred that are not in compliance with the laws and regulations governing the foster care programs under Federal Office of

Management and Budget (OMB) Circular A-122 (Cost Principles for Non-Profit Organizations).

- I. CONTRACTOR shall maintain a record of each payment received for each placed dependent upon receipt of payment from COUNTY.
- J. CONTRACTOR shall ensure that an independent fiscal audit is done annually. In the event that an audit is conducted by a Federal or State Auditor, an auditor employed by the CONTRACTOR, or otherwise, CONTRACTOR shall immediately provide a copy of the audit to COUNTY.

A.4 FINANCIAL RESOURCES

During the term of this Agreement, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has been no material financial change in CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.5 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

## B.1 SCOPE OF SERVICES

## A. DPSS Responsibilities

- 1) DPSS shall designate a liaison as a single-point-of-contact for ISFC related placements.
- 2) Assign children between the ages of newborn to age eighteen (18) to the CONTRACTOR for ISFC Temporary Emergency Placement on an as needed basis. DPSS reserves the right to decide if placement with the CONTRACTOR is appropriate and does not guarantee that placements will be made with the CONTRACTOR.
- 3) Provide the CONTRACTOR with as much complete and accurate information, as is available to DPSS, and include the placement packet for each child.
  - a. At minimum, DPSS shall provide the CONTRACTOR with information regarding any known behavioral health issues, dangerous behaviors, including but not limited to, sexual perpetration and violent conduct and/or current terms of probation, placement screening form, court minute order containing medical/dental/psychological and placement authorizations, case plan, visitation plan (who, limits, etc.) and placement agreement within two (2) business days from the placement start date.

## B. CONTRACTOR Program Requirements:

- 1) Assign Staff to be liaison between CONTRACTOR and DPSS
- 2) Reserve beds exclusively for DPSS ISFC Temporary Emergency Placement clients in CONTRACTOR's contracted Approved Resource Family Homes.
- 3) Have no more than two (02) beds per home specifically designated for ISFC placements unless placements are sibling sets. No other placement will be allowed without DPSS Regional Manager approval. No placements from out-of-county will be allowed.
- 4) CONTRACTOR shall have the contracted amount of ISFC fully licensed beds deemed appropriate by CSD and available for Riverside County DPSS utilization. If an ISFC bed is converted to a permanent placement, CONTRACTOR shall replace these beds, in the timeline mutually agreed upon between CONTRACTOR and DPSS, with ones available for temporary placements. All available beds shall be in the County of Riverside, unless approved by DPSS.

DPSS reserves the right to decide if placements with the CONTRACTOR are appropriate and does not guarantee that placement will be made with the CONTRACTOR

- 5) Accept emergency placement of all ISFC child from newborn to age eighteen (18) twenty-four (24) hours a day, seven (7) days a week. Any denial of placement must be approved by CSD.
- 6) No referral for ISFC Placement who otherwise meets the eligibility criteria for ISFC services shall be denied at placement or discharged from placement based on the severity or complexity of that individual's mental health and multi-occurring needs.
- 7) Respond to DPSS Children's Services Division (CSD) social worker within one (1) hour of initial phone call requesting placement of a ISFC child.
- 8) Receive and place a child within two (2) hours of receipt of call from CSD social worker.
- 9) CONTRACTOR shall notify DPSS, prior to accepting placements from DPSS, of any existing youth in the proposed placement home with a history of dangerous behaviors, including but not limited to, sexual perpetration and violent conduct and/or current terms of probation.

If DPSS youth are placed in CONTRACTOR facilities, CONTRACTOR shall notify DPSS within twenty-four (24) hours of any new placements, and/or placement changes, of youth with a history of dangerous behaviors, including but not limited to, sexual perpetration and violent conduct and/or current terms of probation.

Notification shall be made within twenty-four (24) hours to the Children's Services Placement email inbox at [placementinbox@rivco.org](mailto:placementinbox@rivco.org)

- 10) Require the foster family to alert CSD of any periods of unavailability at least forty-eight (48) hours in advance. Notification must be sent to [centralplacementunit@rivco.org](mailto:centralplacementunit@rivco.org) along with the start and end dates of the unavailable period.
- 11) Require Foster Family Parents to provide a minimum of two (2) weeks' notice when going on vacation.
- 12) Accept emergency placement for a minimum of one (1) day to a maximum of thirty (30) days concurrently. A single extension of up to five (5) additional days per stay may be granted with DPSS Deputy Director approval. Placement episodes with the same child cannot run consecutively. Children whose subsequent placement fails within seven (7) days after emergency placement will be eligible to return with DPSS Deputy Director approval.
- 13) In accordance with WIC Division 9, Part 6, Chapter 6.3, Section 18360 – 18360.35, provide proof that the ISFC Resource Family Parents have completed a minimum of forty (40) hours of preplacement training prior to the placement of an eligible child.
- 14) Provide proof that ISFC Resource Family Parents have completed at least twenty-four (24) hours of ongoing training within twelve (12) months prior to placement of eligible child, and twelve (12) hours per year thereafter.

- 15) Ensure that children are NOT moved from one Certified Family Home to another within the Foster Family Agency without prior approval from DPSS. All placement moves must be processed and approved by DPSS Placement to be considered authorized
- 16) Confer with DPSS staff a minimum of once a week regarding the progress of the Placed Child.
- 17) A child shall not be removed or terminated from placement prior to DPSS Regional Manager Approval of another placement. Disruption or non-cooperation in the program is not sufficient reason for the CONTRACTOR to request a change in placement.
- 18) Participate in Joint Operational Meetings (JOMS) quarterly and/or trainings deemed appropriate by the COUNTY to ensure efficient operation and effective communication.

C. CONTRACTOR Requirements:

- 1) CONTRACTOR shall comply with and certify that all administrative responsibilities and client services are provided as mandated by the County of Riverside and/or as outlined in the most current version of CDSS Community Care Licensing Division regulations, Title 22, Division 6, Chapter 1, General Licensing Requirements; Title 22, Division 6, Chapter 8.8, Foster Family Agencies Interim Licensing Standards; Welfare Institutions Code, Division 9, Part 6, Chapter 6.3, 18360 – 18360.35; Welfare and Institutions Code, Division 9, Chapter 4, Part 5.5, Sections 17730 – 17739; Health and Safety Code (HSC) Section 1517; CDSS RFA Written Directives; and any updated policy and regulations as communicated through the State of California. Any amendments to current guidance or regulations applicable to the ISFC program communicated through laws and statutes shall be incorporated in this Agreement by reference and an amendment shall not be required.
- 2) Prior to placement, ensure all placement homes have current Comprehensive Assessments, including but not limited to the required background checks, as stipulated in the most current version of the Foster Family Agency Interim Licensing Standards.
- 3) Attend and participate in family or team meetings to stabilize a Placed Child's placement and to determine with Placement Agency whether any additional services may be provided to the Placed Child without resorting to removing the Placed Child from their current placement. Attendance may include phone or DPSS-approved video telecommunication options.
- 4) Maintain a current photo of each Placed Child in the Placed Child's case file. A copy of the photo should be attached to the corresponding Needs and Services Plan identifying the specific needs and services of the child.
- 5) Facilitate services ensuring the Placed Children's physical, dental, vision and mental health needs are met.

- 6) Facilitate receipt of services by providing transportation to Placed Children to and from school of origin, court, educational, medical, dental, therapeutic, job training, employment, extracurricular, recreational, family visitation, adoption-related, teen clubs, and ILP-related activities and appointments in accordance with the Needs and Services Plan identifying the specific needs and services of the child. Report to case carrying Social Worker at DPSS within twenty-four (24) hours if Placed Child refuses transportation.
- 7) Ensure Placed Children are transported in properly insured vehicles, in safe operating condition, suitable for the number of children in the Certified Family Home, by a driver complying with all applicable federal and state laws and regulations.
- 8) Supervise and facilitate visits with parents and/or siblings of Placed Children as directed by DPSS staff.
- 9) Complete and submit the **Visitation Plan Evaluation Form** (DPSS Form 3300), attached hereto and incorporated herein as **Exhibit B**, to the assigned DPSS social worker within seventy-two (72) hours of the visit. Any subsequent amendments to the Visitation Plan Evaluation Form issued by DPSS shall be utilized and shall automatically serve as **Exhibit B** to this Agreement.
- 10) Allow and facilitate (including transportation if appropriate) the Placed Children to be free to attend religious services or activities of their choice and to receive visits from spiritual advisors of their choice. This includes the Placed Child's right not to attend religious services of any kind.
- 11) Provide basic personal care items upon receipt of emergency placement child, including but not limited to: shampoo/conditioner, toothbrush, toothpaste, deodorant, soap and brush/comb.
- 12) Provide each Placed Child with appropriate clothing required by DPSS and/or CCL. The DPSS clothing inventory is attached hereto and incorporated herein as Exhibit C (Youth/Non-Minor Dependent (NMD) Clothing Requirements). Any subsequent amendments to the Youth/Non-Minor Dependent (NMD) Clothing Requirements form issued by DPSS shall be utilized and shall automatically serve as Exhibit C to the Agreement.
- 13) Complete a clothing and personal property inventory for each Placed Child quarterly. Verify for fit, condition, need for replenishment and repair. No used underwear or shoes are allowed. No community hygiene supplies are allowed. The clothing inventory for each Placed Child shall be signed by the Placed Child for whom the clothing was purchased and maintained in the Placed Child's individual client files. An initial clothing inventory shall be due as part of the Needs and Services plan identifying the specific needs and services of the Placed Child to be completed on the first day of placement.
- 14) Forward all documentation (i.e., receipts, clothing, tags, or other relevant records) for all clothing purchases for each Placed Child to DPSS upon request.



- 15) Enroll all children in school immediately upon placement. The provider shall contact DPSS immediately (within three (3) days upon placement) if problems arise preventing compliance with the enrollment timeline.
- 16) Move a Placed Child to another Certified Family Home only after receiving prior authorization from DPSS.
  - a. In the event a Placed Child is removed from placement, the CONTRACTOR shall ensure that the child's clothing, personal belongings (including any medications, if applicable), and money accompany the child to the next placement.
  - b. In the event a Placed Child becomes Absent Without Leave (AWOL), the CONTRACTOR shall send all the child's belongings to DPSS in a container or tote bag (plastic bags are unacceptable). Each container should be labeled with the following information: Child's name, date of birth, case number, name of FFA, last day present prior to AWOL and listing of contents. If an AWOL child has no belongings, the CONTRACTOR shall provide a written explanation to DPSS as to why there are no belongings.
- 17) If a placed child is hospitalized and/or AWOL during emergency placement, the CONTRACTOR shall hold the bed as requested by CSD management.
  - a. CONTRACTOR shall be reimbursed the prorated Static Criteria Daily Rate for the duration of the bed hold. See rates in the following link:  
  
<https://www.cdss.ca.gov/inforesources/foster-care/foster-care-audits-and-rates/foster-care-rate-setting>
  - b. Upon release from hospital care/return from AWOL, the child shall return to original placement bed, unless otherwise approved by CSD Management.
- 18) If the COUNTY has identified the child's permanent family in the Needs and Services Plan identifying the specific needs and services of the child, the CONTRACTOR shall ensure that therapy services, as identified in the Needs and Services Plan are provided to the permanent family, if they are willing to participate. If the permanent family is unwilling to participate, this shall be documented in the case file and the DPSS shall be notified.
- 19) If the temporary placement of a child transitions to a permanent placement, CONTRACTOR shall revert to requirements of Master Contract for Foster Care Placement Services DPSS-0000901.

**D. Staffing Requirements:**

- 1) CONTRACTOR shall comply with most current version of the Interim Licensing Standards (ILS) regarding staff, supervision and caseloads; and
- 2) Provide bilingual professional staff or qualified interpreters as needed and as feasible, based on screening process.

## B.2 REPORTING

- A. CONTRACTOR shall submit weekly reports by 5 p.m. Pacific Standard Time (PST) on Monday for the previous week to SOAR, and Regional Manager and monthly reports on the Emergency Placement to [pdrreports@rivco.org](mailto:pdrreports@rivco.org) by the 20<sup>th</sup> of the month following services. The summary report shall include the following:
- 1) Number of emergency placements
  - 2) Number of denials of placements
  - 3) Number of days in placement per client
  - 4) Number of extensions per client
  - 5) Number of beds available
  - 6) Number of child-focused meetings
- B. CONTRACTOR shall submit the following as required by CDSS Community Care Licensing Regulations and COUNTY to the child's case carrying social worker and/or supervisor, as well as any other designated DPSS CPS liaison (CIC Hotline, Central Placement Unit) by telephoning and electronically transmitting a report within the time frames and according to the protocol specified below. In cases where CCL and COUNTY time frames vary, the most stringent of the two shall apply.
- 1) Unusual Incident/Injury Report (LIC 624), Death Report (LIC 624A), Law Enforcement Contact Report (LIC 624 LE).
    - a. CONTRACTOR, in addition to complying with ILS requirements, shall report within twenty-four (24) hours the occurrence of any Unusual Incidents, Death, and/or Law Enforcement Contact including but not limited to serious complaints, instances of restraints, and/or appearance of maltreatment of the child. These incidents shall be reported when occurring to any child placed in the facility, whether or not placed by Riverside County.
    - b. CONTRACTOR shall use the most current version of the applicable LIC 624 Form provided by CDSS unless otherwise instructed by DPSS. The current version can be access from the CDSS website at [www.cdss.ca.gov](http://www.cdss.ca.gov). Any subsequent amendments for the form issued by CCL or DPSS shall be used for the purposes of reporting Unusual Incidents, Death, and/or Law Enforcement Contact.
    - c. All Unusual Incidents occurring during regular business hours (Monday – Friday, 7:00 a.m. – 5:00 p.m.) require an immediate (within 2 hours) call to the case carrying social worker and/or case carrying social worker's supervisor. The CONTRACTOR must make verbal contact with a representative from DPSS. The following attempts must be documented when attempting to contact a representative from DPSS:
      - i. First Attempt: Social Worker
      - ii. Second Attempt: Supervisor
      - iii. Third Attempt: Regional Manager
      - iv. Fourth Attempt: Central Intake Center (CIC)

- d. All Unusual Reports must be faxed and emailed directly to CCL and emailed to the case carrying social worker within twenty-four (24) hours. The CONTRACTOR is expected to report any illnesses requiring treatment, injuries, accidents, unusual incidents, unauthorized absences (AWOLs, runaways, abductions, or death) involving a child placed with the CONTRACTOR to the Social Service Practitioner (SSP) and Community Care Licensing Division, immediately (within 2 hours), but no later than twenty-four (24) hours of the incident.
  - e. CONTRACTOR shall call the Central Intake Center (CIC Hotline) to report any of the following incidents when the incident occurs after hours (Monday – Friday 5:00 p.m. – 7:00 a.m.) and/or anytime on weekends, or holidays:
    - i. Runaways (AWOL)
    - ii. Incidents involving Law Enforcement
    - iii. Incidents requiring Medical Attention
    - iv. Injury to Self or Others
    - v. Abuse and/or Neglect
    - vi. Death of youth/NMD
  - f. All calls to the CIC Hotline are to be followed up by a faxed and emailed LIC Form (appropriate for the incident) directly to CCL and emailed to the case-carrying social worker within twenty-four (24) hours
  - g. The CONTRACTOR is expected to keep critical contact information (phone, fax, and email) for DPSS case carrying social worker, CIC Hotline, DPSS Central Placement Unit, and CDSS Community Care Licensing readily available and to adhere to the Incident reporting process outlined above.
- 2) Placement Moves  
 CONTRACTOR shall notify DPSS prior to any placement changes during normal business hours. All placement moves must be processed and cleared by DPSS Central Placement Unit to be considered authorized.
- 3) Health Related Services  
 CONTRACTOR shall complete and submit the Verification of Dependents Medical and Dental Examinations form (DPSS Form CSD 2004), attached hereto and incorporated herein as **Exhibit D**, to document all dependents' annual well child physical and dental examination for children in foster care in accordance with the Federal Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) regulations in conjunction with the Child Health and Disability Prevention Program (CHDP). Any subsequent amendments to the Verification of Dependents Medical and Dental Examinations form issued by DPSS shall be utilized for reporting purposes and shall automatically serve as **Exhibit D** to this Agreement.

ATTACHMENT I  
PII Privacy and Security Standards

## I. PHYSICAL SECURITY

The CONTRACTOR shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The CONTRACTOR agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the CONTRACTOR facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
  1. Properly coded key cards
  2. Authorized door keys
  3. Official identification
- C. Issue identification badges to CONTRACTOR staff.
- D. Require CONTRACTOR staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the CONTRACTOR facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are COUNTY and non-COUNTY functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

## II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

- B. **Server Security.** Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
  2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
  3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
  4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.**
1. All users must be issued a unique user name for accessing PII.
  2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
  3. Passwords are not to be shared.
  4. Passwords must be at least eight (8) characters.
  5. Passwords must be a non-dictionary word.
  6. Passwords must not be stored in readable format on the computer or server.
  7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
  8. Passwords must be changed if revealed or compromised.
  9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
    - a. Upper case letters (A-Z)
    - b. Lower case letters (a-z)
    - c. Arabic numerals (0-9)
    - d. Special characters (!, @, #, etc.)

- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
  - 1. Data is confidential;
  - 2. Systems are logged;
  - 3. System use is for business purposes only, by authorized users; and
  - 4. Users shall log off the system immediately if they do not agree with these requirements.
- K. System Logging.
  - 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
  - 2. The audit trail shall:
    - a. Be date and time stamped;
    - b. Log both successful and failed accesses;
    - c. Be read-access only; and
    - d. Be restricted to authorized users.
  - 3. If PII is stored in a database, database logging functionality shall be enabled.
  - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission Encryption.
  - 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
  - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
  - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

### III. AUDIT CONTROLS

- A. System Security Review.
  - 1. The CONTRACTOR must ensure audit control mechanisms are in place.
  - 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
  - 3. Reviews should include vulnerability scanning tools.

- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

#### IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. Emergency Mode Operation Plan. The CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
  - 1. The CONTRACTOR shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
  - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
  - 3. The procedures shall include storing backups offsite.
  - 4. The procedures shall ensure an inventory of backup media.
  - 5. The CONTRACTOR shall have established documented procedures to recover PII data.
  - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

#### V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The CONTRACTOR shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A CONTRACTOR that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.



- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the COUNTY.
- G. Faxing.
  - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
  - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
  - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. Mailing.
  - 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
  - 2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the CONTRACTOR obtains prior written permission from the COUNTY to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the CONTRACTOR agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The CONTRACTOR shall immediately notify the COUNTY when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The COUNTY contact for such notification is as follows:

Breaches should be referred to:

Civil Rights Coordinator  
Assurance and Review Services  
Riverside County Department of Public Social Services  
4060 County Circle Drive  
Riverside, CA 92503  
assuranceandreview@rivco.org

ATTACHMENT II  
Assurance of Compliance

**ASSURANCE OF COMPLIANCE WITH  
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

McKinley Children's Center, Inc.  
NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450, Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Feb 10, 2022

\_\_\_\_\_  
Date

*Anil Vadaparty*

\_\_\_\_\_  
Director's Signature

\_\_\_\_\_  
Address of CONTRACTOR  
(08/13/01)

CR50-Vendor Assurance of Compliance

ATTACHMENT III

Daily Occupancy Log

Completed log sheets must accompany all Requests for Payments (DPSS Form 2076A). This form will be used to reconcile to CSD placement records.

Directions: In th spaces below, indicate whether a bed was unoccupied or fill in the name of the Youth placed to indicate the occupied days. This log may be adapted for months with 28, 29, or 30 days.

Service Month:

	Bed: _____	Bed: _____	Bed: _____	Bed: _____	Bed: _____	Bed: _____
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
<b>Unoccupied Days</b>						
<b>Total Occupied Days</b>						

ATTACHMENT IV  
DPSS 2076A, DPSS 2076B & Instructions

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

**CONTRACTOR PAYMENT REQUEST**

To: Riverside COUNTY  
Department of Public Social Services  
Attn: Management Reporting Unit  
4060 COUNTY Circle Drive  
Riverside, CA 92503

From: \_\_\_\_\_  
Remit to Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State and Zip Code  
\_\_\_\_\_  
Contract Number

Total amount requested \_\_\_\_\_ for the period of \_\_\_\_\_ 20 \_\_\_\_\_

Select Payment Type(s) Below:

Advance Payment (if allowed by Contract/MOU) \$ \_\_\_\_\_  Actual Payment \$ \_\_\_\_\_  
(Same amount as 2076B if needed)

Unit of Service Payment \$ \_\_\_\_\_  
\_\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_  
\_\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_  
\_\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_  
\_\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_  
\_\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_

Any questions regarding this request should be directed to and authorized by:

\_\_\_\_\_  
Name Phone Number

**FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)**

If amount authorized is different from the amount requested, please explain:

MRU Authorization \_\_\_\_\_ Date \_\_\_\_\_

Amount Authorized \_\_\_\_\_

Invoice Number \_\_\_\_\_

PO Number \_\_\_\_\_

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required).

invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A. [see method, time, and schedule/condition of payments]. (Please type or print information on all DPSS Forms.)

DPSS 2076A  
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address" "City, State, and Zip Code"

The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

Fill in the total amount and billing period you are requesting payment for.

"Payment Type"

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.



## Exhibit A (REV FY 15-16)

**Riverside County Group Home and Foster Family Agency Provider  
Needs and Services Plan/Quarterly Progress Report**

Complete ALL Appropriate Sections of this Report

**Required SECTIONS for BOTH Needs & Services Plans AND Quarterly Progress Reports**

1. Identifying Information
16. Signature Page
17. Addendum

**Required SECTIONS For ALL Needs & Services Plans**

2. Case Plan Goal
3. Concurrent Case Plan Goal
4. GH/FFA Recommendation - For Updated NSP Only
5. Medical/Physical/Dental Psychological Health
6. Education
7. NSP Treatment & Visitation Plan
8. Life Skills Training/Emancipation Preparation
9. Outcome Goals (1-6)

**Required SECTIONS for ALL Quarterly Report Updates**

10. Quarterly Assessment of Dependent's Strengths and Needs
11. Services Provided During the Quarterly Reporting Period
12. Appropriateness of Placement
13. Recommendations to the Placement Worker
14. Special Incident Reports (SIRs)

**Required ATTACHMENTS**

15. **Required Attachments to the Needs and Services Plan:**
  - A. A Recent Photo of the Dependent

**Required Attachments to the Quarterly Report:**

- A. Dependent's achievements for the quarter;
- B. Receipts (signed by child) and other records of clothing purchases during the quarter;
- C. Completed Weekly Point/Level/Reward Behavior Management Tracking Log;
- D. Record of Client's/Resident's Safeguarded Cash Resources (State Form LIC 405);
- E. Clothing and personal property inventory;
- F. Educational services provided during the quarter;
- G. Copy of Shared Living Agreement for Non-Minor Dependents (NMDs), if applicable; and
- H. Discharge summary, if applicable.

## Riverside County Group Home/Foster Family Agency Needs and Services Plan/Quarterly Report

Facility Type:  Group Home (GH)  Foster Family Agency (FFA)

**Report Type:**

- Initial Needs and Services Plan Date of Report: \_\_\_\_\_
- Quarterly Report for Period of: \_\_\_\_\_ to \_\_\_\_\_
- Updated Needs and Services Plan for Period of: \_\_\_\_\_ to \_\_\_\_\_
- Addendum to: \_\_\_\_\_ for Period of: \_\_\_\_\_

Copy of NSP/Quarterly Report  Mailed  Faxed  Handed to CSSW on \_\_\_\_\_

**1. IDENTIFYING INFORMATION**

Dependent's Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

Case #: \_\_\_\_\_ Age: \_\_\_\_\_ Sex:  Male  Female

SSN #: \_\_\_\_\_ Ethnicity: \_\_\_\_\_

Primary Language: \_\_\_\_\_ Current Telephone: \_\_\_\_\_

Current Address: \_\_\_\_\_ Caregiver/Contact Person (if known): \_\_\_\_\_

Has Medical # been received?  Yes  No If Yes, Medical #: \_\_\_\_\_

County CSSW Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Attorney Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Facility Name: \_\_\_\_\_ RCL Level: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Admission: \_\_\_\_\_ Facility Address: \_\_\_\_\_

GH/FFA Social Worker Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Certified Foster Parent's Name: \_\_\_\_\_

Address: (if confidential, state) \_\_\_\_\_

Reason for Placement: \_\_\_\_\_

Planned Length of Placement: \_\_\_\_\_

Adjustment(s) to Placement: \_\_\_\_\_



**2. CASE PLAN GOAL (PERMANENCY)**

Family Reunification  Adoption  Legal Guardianship  Other: \_\_\_\_\_

**Comments:** \_\_\_\_\_

Reason for Modification to Permanency Plan (if applicable) \_\_\_\_\_

\_\_\_\_\_

**3. CONCURRENT CASE PLAN GOAL**

Family Maintenance  Adoption  Legal Guardianship  Other: \_\_\_\_\_

**Comments:** \_\_\_\_\_

Reason for Modification to Concurrent Case Plan (if applicable) \_\_\_\_\_

\_\_\_\_\_

**4. FOR UPDATED NSP ONLY - GH/FFA RECOMMENDATION**

GH/FFA recommendation regarding the feasibility of the child's return to his/her home, placement in another facility or move into Independent Living.

\_\_\_\_\_

\_\_\_\_\_

**5. MEDICAL / PHYSICAL/ DENTAL/ PSYCHOLOGICAL HEALTH**

A. Psychotropic Medication  Yes  No

If Yes, date of court authorization \_\_\_\_\_

Copy attached?  Yes  No

If No, please explain \_\_\_\_\_

B. Please list all current psychotropic medications prescribed to the dependent (Dosage/Frequency/Duration).

\_\_\_\_\_

\_\_\_\_\_

C. Please list all other (non-psychotropic) current medication prescribed to the dependent (Dosage/Frequency/Duration).

\_\_\_\_\_

\_\_\_\_\_

D. Does the dependent require special medical devices?  Yes  No

If Yes, please explain: \_\_\_\_\_

E. Does the dependent have special dietary needs or allergies?  Yes  No

If Yes, please explain: \_\_\_\_\_

F. Are immunizations current?  Yes  No

If No, please explain and indicate plans to bring current:

\_\_\_\_\_

G. Does dependent have a current Health & Education Passport?  Yes  No

If No, please explain:

\_\_\_\_\_

**6. EDUCATION**

Not Applicable

Grade Level: \_\_\_\_\_ GPA: \_\_\_\_\_ Units Enrolled In: \_\_\_\_\_ Credits Earned: \_\_\_\_\_

Name of Current School: \_\_\_\_\_

Type of School: \_\_\_\_\_

School Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Holder of Educational Rights: \_\_\_\_\_ Date enrolled in school: \_\_\_\_\_

If dependent was not enrolled within 3 school days of placement, please explain why:

\_\_\_\_\_

Transportation arrangements to/from school: \_\_\_\_\_

Are school records complete?  Yes  No

If no, plans to obtain records: \_\_\_\_\_

IEP attached?  Yes  No  N/A \_\_\_\_\_

Contents of or a copy of the report card(s) attached?  Yes  No

School attendance information/records on file?  Yes  No

Identified educational needs:

\_\_\_\_\_

Academic achievements and extra-curricular activities:

---

Strengths of the dependent:

---

Participation in school-related activities by dependent and GH staff or Certified Foster Family:

---

School behavior problems, school discipline and school suspensions:

---

School officials' concerns about the dependent's health, academic abilities and social skills:

---

Other issues of concern related to school matters:

---

If a high school student, status of CAHSEE:

---

If dependent is enrolled in postsecondary or vocational education, describe progress towards meeting educational goals:

---

**7. NSP TREATMENT & VISITATION PLAN**

A. Please list treatment services to be provided to dependent and those who will participate. (Include transportation accommodations and whether your agency or an affiliated party will provide the services).

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B. If no parental involvement, please explain:

---

C. Please indicate the visitation plan for parent(s), siblings, extended family members, and other significant adults, including frequency, transportation arrangements, any restrictions, etc.:

---

D. Please include a summary of the quality of visits.

E. If applicable, please list any special costs associated with the services to the dependent and how your agency will accommodate this cost:

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**8. LIFE SKILLS TRAINING/EMANCIPATION PREPARATION**

A. Is the dependent able to manage his/her own money?  Yes  No

Does dependent have/maintain bank account?  Yes  No

Comments:

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B. Is the dependent able to leave the facility/home without adult supervision?  Yes  
 No

If yes, please outline specific conditions:

---

C. Is the dependent able to have unsupervised time in the home?  Yes  No

If yes, please provide explanation:

---

D. Does the dependent need assistance (other than age appropriate) with personal care/grooming?  Yes  No

If yes, please provide explanation:

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E. Does dependent's current clothing meet standards?  Yes  No

If no, please provide explanation:

---

F. Is dependent 14 or over?  Yes  No

If Yes, please answer 1 through 6:

1. Please list any ILP Services, Youth Development Services, or Life Skills Training received by the dependent:

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2. Is the most recent copy of the TILP attached?  Yes  No

Date of TILP Completion: \_\_\_\_\_

Comments:

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3. Is the most recent copy of the Emancipation Preparation Contract attached?

Yes       No      Comments: \_\_\_\_\_

4. What are the dependent's post high school plans?

Comments:

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5. Is the dependent currently employed or seeking employment?  Yes  
No

Comments:

---

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6. Describe transportation arrangements for dependent to participate in ILP and/or employment:

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7. Does the dependent have a lifelong connection?  Yes  No

If so, who? \_\_\_\_\_

**9. IDENTIFIED TREATMENT NEEDS/ OUTCOME GOALS (1-6)**

Contractors are expected to work with Riverside County Children’s Services Division staff to develop program outcomes, and identify the services and supports necessary to minimize the amount of time dependents are in congregate care. Program outcomes shall include short-term, intermediate, and long term indicators to ensure that services positively meet County System Improvement Plan (SIP) priority outcomes for increasing placement stability, increasing timely reunification, and reducing re-entry into foster care.

Outcome Goal	Start Date	Modified Date	Projected Completion Date	Date Goal Achieved
<p><b>Outcome Goal - #1</b></p> <p>Please <u>indicate the specific goal</u> and the <u>plan &amp; method to achieve the goal, including services to be provided and person(s) responsible.</u></p>				
<p><b>Outcome Goal - #2</b></p> <p>Please <u>indicate the specific goal</u> and the <u>plan &amp; method to achieve the goal, including services to be provided and person(s) responsible.</u></p>				
<p><b>Outcome Goal - #3</b></p> <p>Please <u>indicate the specific goal</u> and the <u>plan &amp; method to achieve the goal, including services to be provided and person(s) responsible.</u></p>				
<p><b>Outcome Goal - #4</b></p> <p>Please <u>indicate the specific goal</u> and the <u>plan &amp; method to achieve the goal, including services to be provided and person(s) responsible.</u></p>				
<p><b>Outcome Goal - #5</b></p> <p>Please <u>indicate the specific goal</u> and the <u>plan &amp; method to achieve the goal, including services to be provided and person(s) responsible.</u></p>				
<p><b>Outcome Goal - #6</b></p>				

Please <u>indicate the specific goal</u> and the <u>plan &amp; method to achieve the goal</u> , including <u>services to be provided and person(s) responsible</u> .				
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**10. QUARTERLY ASSESSMENT OF DEPENDENT’S FUNCTIONING AND WELL-BEING (STRENGTHS AND NEEDS NARRATIVE)**

**Note: Use this section to describe in detail the strengths and needs of the dependent on a quarterly basis. This may or may not change with each report, and should be consistent with the most recent needs and services plan and identified outcome goals.**

**A. Relationship with Peers and Staff**

Indicate significant issues in relation to social skills and abilities, trust, intimacy, conflict, conflict resolution and other relational issues.

Peers: How they relate to peers at home and at school. Do they have a best friend in or outside of the organization? Do they have ANY friends? Do they socialize with older or younger children? What role do they take in the home? How do they do with unstructured play/free time? Are they isolated from their peer group and if so why. Can they get along with their roommate? What are their problem solving and conflict resolution skills like? Do they exhibit age appropriate social skills?

Staff: Do they have a favorite staff? Are they in continual conflict with one specific staff, any staff? Do they do better with the AM staff or the PM staff? Do they have the ability to bond with staff? Do they have authority issues with staff? Do they follow directives without a negative response?

**B. Relationship with parents, siblings, relatives and significant others**

Discuss frequency of and quality of interaction, contacts and identify resulting problems/issues

Identify significant others and their relationship to the child and how they are involved in the child’s life. Discuss how the family is participating in treatment and the child’s on-going relationship with the family.

Are there visits and/or phone contact? What is the child’s behavior like before, during and after visits and contact? What is the quality of the interactions and visits? Do they visit and have phone contact with siblings and if not why or what efforts are being made to facilitate that? If reunification is the plan, how does the parent do in parenting? Do they have a CASA worker and if so what is this relationship like? Do they have a boyfriend/girlfriend and if so how significant is this relationship? What others are involved in the child’s life and what is the relationship?

**C. Age Related Physical and Psychosocial Development**

Describe significant factors that include child's development both physically and emotionally.

What is their sexual development like? Are they sexually active and if so how is this being incorporated into their treatment? Have they started their menses and if so how is this affecting their life? Are they meeting normal developmental milestones? How are their social skills both in the home and at school? How do their large and small muscle motor skills function?

**D. Progress in School**

Indicate grade, school, type of placement, number of school credits, date of last IEP, academic goals, social and adjustment issues related to school and study, progress reports, report cards, high school credits to date, extracurricular activities, who holds the educational rights including name, address and telephone number. Has the child had any suspensions, how is their attendance, do they have any somatic complaints or school phobia? Do they have difficulties on the bus? Do they complete homework on their own or do they need constant monitoring? Are they receiving tutoring and how are they doing? What is the group home or foster family agency doing to help with and address school issues? Please attach copies of the most recent progress report or report card, SAT 9 testing scores, awards received, most recent IEP and any testing completed by the school.

**E. Medical and Dental**

List the dates and results of the most recent physical and dental exam including name, address, and phone number of the provider. What is the current height and weight? Include any medications or treatment provided. Are there any medical concerns? Does the child have enuresis, poor dental and physical hygiene and how is this being addressed? Are they receiving any over the counter medications if so, for what? Do they have a weight problem and if so, how is the program addressing this? Do they have any allergies? Please attach a copy of the most recent medication declaration.

**F. Independent Living Readiness**

For all children, use this category to describe their abilities and daily living activities and what your program is doing to facilitate independent living skills. Can they manage their allowance? Do they have the ability to save or do they spend it all at once? Can they call from school if they need help, can they tell time, or can they do their chores without direct supervision?

For those who are 15 ½ to 18, evaluate the minor's abilities and needs for a successful transition and transition plans. What is their emancipation and how is the program helping them with this. Do they attend Riverside County's ILP activities? What in-house ILP services and activities is the group home or foster family agency providing?

For those that are 16 and above, are they employed or participating in a job readiness program? If so, how are they doing at the job? If not, what is the group home or foster family agency doing to help them obtain a job?

**G. Mental Health Status and Functioning**



Include all 5 DSM diagnoses, the child's current status and functioning, psychologist and psychiatrist information, medication and their purpose. What are the behaviors and problems that support the diagnosis? What is their compliance with treatment? Please attach a copy of the most recent medication declaration.

## 11. SERVICES PROVIDED DURING THE QUARTERLY REPORTING PERIOD

**Note: In this section describe the services provided during the quarter.**

### A. Counseling Services

Identify treatment goals and objectives, the types of therapy the child has received this quarter (individual, group and family), frequency of services, description of services, and dates the services were provided. Please provide the name and address of the provider of these services.

### B. Recreation/Events/Special Outings

Include dates and identification of major trips and events, sports, lessons, youth groups, camps and describe the child's level of success in these areas. Please address any future plans for the child for community activities and lessons. Address their religious beliefs and how this is being addressed in the home. Do they have community pass time and if so, how are they using this time.

### C. Evaluations, Consults, Testing, Training

Include any testing done by professionals including psychiatric services, psychological evaluations, vocational testing, interest assessments and educational testing, I.E.P.

## 12. APPROPRIATENESS OF PLACEMENT

**Note: In this section describe the services provided during the quarter.**

### A. Child's needs and ability of facility to provide for them

Identify current needs justifying continued placement and how the group home or foster family agency will address those needs. Identify needs in all areas, degree of supervision needed and justification for current level of care.

### B. Appropriateness of Placement

Address justification for continuation at this level of care or recommendation for a change in level of care. What behaviors or things would prevent this child from not being successful in a less restrictive placement or why might they need a higher level of care?

### C. Readiness for Less Restrictive Placement

Assess if and when child may transition and under what circumstances. Evaluate placement with relationship to discharge plan and discharge criteria. Identify what goals

the child needs to meet in order to be ready for a less restrictive placement and what the program is doing to address these goals.

**13. RECOMMENDATIONS TO THE PLACEMENT WORKER**

**Note:** These recommendations may be presented to the Juvenile Court for an order or authorization. In this section describe the services provided during the quarter.

**A. Services Planned for Next Quarter**

Identify goals related to the needs and services plan and specific services to be used to meet these goals.

**B. Changes in Visitation Plan**

Who are they visiting with and are there any recommended changes in the visitation plan and why? What is the group home or foster family agency doing to facilitate visits?

**C. Changes in Court Ordered Service Plan**

Identify any changes in this quarter.

**D. Changes in Psychotropic Medication**

Indicate any changes, reason for and success in change.

**E. Changes in Placement/Recommendations**

This area should cover your recommendation for placement based on how they are doing in your program.

**14. NUMBER OF SPECIAL INCIDENT REPORTS (SIRs) FOR QUARTERLY REPORTING PERIOD**

Special Incident Reports (SIRs) filed for quarterly reporting period of: _____ to _____	
<i>Type of Special Incident Reports (SIRs)</i>	<i># of Special Incidents</i>
Behavioral Incident	
Danger to Self	
Health Related	
Unauthorized Absence	
School Related	
Other	
Total	
<b>Comments:</b>	

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15. **REQUIRED ATTACHMENTS TO THE NEEDS AND SERVICES PLAN**

- A. A Recent Photo of the Dependent

**REQUIRED ATTACHMENTS TO THE QUARTERLY REPORT**

- A. Documentation of family visits (DPSS Form 3300 or equivalent);
- B. FFA CWS/CMS Contact/Service Delivery Log (State Form SOC 160), if applicable;
- C. Dependent's achievements for the quarter;
- D. Receipts (signed by child) and other records of clothing purchases during the quarter;
- E. Completed Weekly Point/Level/Reward Behavior Management Tracking Log;
- F. Record of Client's/Resident's Safeguarded Cash Resources (State Form LIC 405);
- G. Clothing and personal property inventory;
- H. Educational services provided during the quarter;
- I. Copy of Shared Living Agreement for Non-Minor Dependents (NMDs), if applicable; and
- J. Discharge summary, if applicable.

16. SIGNATURE PAGE

Report Prepared By: \_\_\_\_\_  
Name/Title Signature/Date

Additional Signatures:  
report?

Issued copy of

\_\_\_\_\_  Yes  No  
Dependent (if appropriate) Date

\_\_\_\_\_  Yes  No  
Parent (if applicable) Date

\_\_\_\_\_  Yes  No  
FFA/Group Home Social Worker Date

\_\_\_\_\_  Yes  No  
FFA/Group Home Administrator/Approval Signature Date

\_\_\_\_\_  Yes  No  
Certified Foster Parent (if applicable) Date

\_\_\_\_\_  Yes  No  
Other: Specify Date

\_\_\_\_\_  Yes  No  
Riverside County DPSS CSSW Date

Authorization Received by Riverside County DPSS Director/Deputy Director  
for Extended Placement Requests? Date Authorization Received? \_\_\_\_\_  Yes  No

---

If unable to obtain Riverside County CSSW Signature, please document efforts you made to obtain the signature below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ADDENDUM**

**Note:** This form shall be used to document any changes to previously submitted report information.

Copy of Addendum       Mailed     Faxed     Handed to CSSW on \_\_\_\_\_

17.    **ADDENDUM to:** \_\_\_\_\_ **For Period of:** \_\_\_\_\_

**Dependent's Name:** \_\_\_\_\_

**Reason for Change:** \_\_\_\_\_

Exhibit B

Riverside County Department of Public Social Services – Children’s Services  
Visitation Plan Evaluation – DPSS 3300

CWS/CMS Referral #:		CWS/CMS Child Case #:		Today's Date:	
Mother's Name:			DOB:		
Address:			Mother's Phone:		
Father's Name:			DOB:		
Address:			Father's Phone:		
Eldest Child's Name:			DOB:		
Address:			Child's Phone:		
CSSW Name:	CSSW Phone:	J#:	Service Component:		
SSA/SW Name:	SSA/SW Phone:	Indicate who supervised: CSSW <input type="checkbox"/>	SW <input type="checkbox"/>	SSA <input type="checkbox"/>	

Location:	Start Time:	End Time:
Visiting Child(ren)'s:		
Visiting Parent'(s) Name:		
Scheduled Visit: <input type="checkbox"/> Yes <input type="checkbox"/> No		Visitation Order: <input type="checkbox"/> Yes <input type="checkbox"/> No

QUANTITY OF VISITS			
The parent is scheduled today and is ready for the visit	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
The parent is scheduled today but missed the visit	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
The parent called to advise they were unable to attend	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
The parent requested to reschedule the visit	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Comment:

QUALITY OF VISITS	
<input type="checkbox"/> <b>Strong</b> Parent(s) Name:  <ul style="list-style-type: none"> <li>▪ demonstrates parental role</li> </ul>	As Evidenced by <b>Consistently</b> Child(ren's) Name(s):  <input type="checkbox"/> redirecting the child(ren) <input type="checkbox"/> providing nurturance <input type="checkbox"/> engaging the child(ren) in problem solving <input type="checkbox"/> other:

<input type="checkbox"/> <b>Strong, Continued</b>	As Evidenced by <b>Consistently</b>
Parent(s) Name:  <ul style="list-style-type: none"> <li>▪ demonstrates knowledge of child's development</li> </ul>	Child(ren's) Name(s):  <input type="checkbox"/> using age appropriate expectations <input type="checkbox"/> responding to child(ren)'s physical and emotional needs <input type="checkbox"/> other:
<ul style="list-style-type: none"> <li>▪ responds appropriately to child's verbal/non verbal signals</li> </ul>	<input type="checkbox"/> engaging the child verbally or non verbally <input type="checkbox"/> initiating eye contact <input type="checkbox"/> holding or hugging the child <input type="checkbox"/> other:
<ul style="list-style-type: none"> <li>▪ puts child's needs ahead of their own</li> </ul>	<input type="checkbox"/> providing emotional comfort to the child <input type="checkbox"/> reassuring the child about their well-being <input type="checkbox"/> other:
<ul style="list-style-type: none"> <li>▪ shows empathy toward child</li> </ul>	<input type="checkbox"/> demonstrating awareness of child's emotions <input type="checkbox"/> asking the child about their current feelings <input type="checkbox"/> acknowledging appropriateness of child's feelings <input type="checkbox"/> other:
<input type="checkbox"/> <b>Adequate</b>	As Evidenced by <b>Occasionally</b>
Parent(s) Name:  <ul style="list-style-type: none"> <li>▪ demonstrates parental role</li> </ul>	Child(ren's) Name(s):  <input type="checkbox"/> redirecting the child(ren) <input type="checkbox"/> providing nurturance <input type="checkbox"/> engaging the child(ren) in problem solving <input type="checkbox"/> other:



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Adequate, Continued	As Evidenced by <b>Occasionally</b>
Parent(s) Name:  <ul style="list-style-type: none"> <li>▪ demonstrates knowledge of child’s development</li> </ul>	Child(ren’s) Name(s):  <input type="checkbox"/> using age appropriate expectations <input type="checkbox"/> responding to child(ren)’s physical and emotional needs <input type="checkbox"/> other:
<ul style="list-style-type: none"> <li>▪ responds appropriately to child’s verbal/non verbal signals</li> </ul>	<input type="checkbox"/> engaging the child verbally or non verbally <input type="checkbox"/> initiating eye contact <input type="checkbox"/> holding or hugging the child <input type="checkbox"/> other:
<ul style="list-style-type: none"> <li>▪ puts child’s needs ahead of their own</li> </ul>	<input type="checkbox"/> providing emotional comfort to the child <input type="checkbox"/> reassuring the child about their well-being <input type="checkbox"/> other:
<ul style="list-style-type: none"> <li>▪ shows empathy toward child</li> </ul>	<input type="checkbox"/> demonstrating awareness of child’s emotions <input type="checkbox"/> asking the child about their current feelings <input type="checkbox"/> acknowledging appropriateness of child’s feelings <input type="checkbox"/> other:

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<input type="checkbox"/> Limited	As Evidenced by <b>Rarely</b>
Parent(s) Name:  ▪ demonstrates parental role	Child(ren’s) Name(s):  <input type="checkbox"/> redirecting the child(ren) <input type="checkbox"/> providing nurturance <input type="checkbox"/> engaging the child(ren) in problem solving <input type="checkbox"/> other:
▪ demonstrates knowledge of child’s development	<input type="checkbox"/> using age appropriate expectations <input type="checkbox"/> responding to child(ren)’s physical and emotional needs <input type="checkbox"/> other:
▪ responds appropriately to child’s verbal/non verbal signals	<input type="checkbox"/> engaging the child verbally or non verbally <input type="checkbox"/> initiating eye contact <input type="checkbox"/> holding or hugging the child <input type="checkbox"/> other:
▪ puts child’s needs ahead of their own	<input type="checkbox"/> providing emotional comfort to the child <input type="checkbox"/> reassuring the child about their well-being <input type="checkbox"/> other:
▪ shows empathy toward child	<input type="checkbox"/> demonstrating awareness of child’s emotions <input type="checkbox"/> asking the child about their current feelings <input type="checkbox"/> acknowledging appropriateness of child’s feelings <input type="checkbox"/> other:

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<input type="checkbox"/> <b>Destructive</b>	As Evidenced by <b>Never</b>
Parent(s) Name:  <ul style="list-style-type: none"> <li>▪ demonstrates parental role</li> </ul>	Child(ren’s) Name(s):  <input type="checkbox"/> redirecting the child(ren) <input type="checkbox"/> providing nurturance <input type="checkbox"/> engaging the child(ren) in problem solving <input type="checkbox"/> other:
<ul style="list-style-type: none"> <li>▪ demonstrates knowledge of child’s development</li> </ul>	<input type="checkbox"/> using age appropriate expectations <input type="checkbox"/> responding to child(ren)’s physical and emotional need <input type="checkbox"/> other:
<ul style="list-style-type: none"> <li>▪ responds appropriately to child’s verbal/non verbal signals</li> </ul>	<input type="checkbox"/> engaging the child verbally or non verbally <input type="checkbox"/> initiating eye contact <input type="checkbox"/> holding or hugging the child <input type="checkbox"/> other:
<ul style="list-style-type: none"> <li>▪ puts child’s needs ahead of their own</li> </ul>	<input type="checkbox"/> providing emotional comfort to the child <input type="checkbox"/> reassuring the child about their well-being <input type="checkbox"/> other:
<ul style="list-style-type: none"> <li>▪ shows empathy toward child</li> </ul>	<input type="checkbox"/> demonstrating awareness of child’s emotions <input type="checkbox"/> asking the child about their current feelings <input type="checkbox"/> acknowledging appropriateness of child’s feelings <input type="checkbox"/> other:

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Child(ren)’s demeanor at the <i>beginning</i> of the visit						
Child’s Name	Happy	Sad	Mad	Glad	Anxious	Other
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Child(ren)’s demeanor at the <i>end</i> of the visit						
Child’s Name	Happy	Sad	Mad	Glad	Anxious	Other
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

**EXHIBIT C****YOUTH/NON-MINOR DEPENDENT (NMD)  
CLOTHING REQUIREMENTS**

CONTRACTOR shall provide clothing that fulfills expectations, needs, and are acceptable in quality and quantity. CONTRACTOR shall ensure youth/NMDs are provided ongoing life skills to teach them about purchasing and taking care of clothing. Clothing shall:

- Be age, size, gender (as identified by youth), and culturally appropriate.
- Consistent with the weather.
- Not violate school standard.
- Be in compliance with probation.

**Clothing Inventory**

Clothing inventories are to take place at the initial placement, home visits (upon leaving the facility and upon return), quarterly, and upon transitioning to another placement.

**At Initial Placement**

Within 24 hours of a youth/NMD's placement, CONTRACTOR is required to provide the required basic change of clothing. A youth/NMD must have a minimum of one week's worth of clothing which includes, but is not limited to: underwear, bra, socks, shoes, school clothing (school uniforms if applicable), leisure clothing, pajamas and slippers.

**Home Visits**

Clothing shall be assessed when youth/NMDs are going on home visits (daily or overnight). Upon leaving and returning to the facility, CONTRACTOR shall inventory and document all items of clothing to ensure all it is returned with the youth/NMDs.

**Monthly**

Clothing shall be assessed on a monthly basis to ensure quality, quantity and that the minimum standard/requirements set forth above are met.

**Clothing Replacement**

Clothing replacements shall occur as needed. Clothing cannot be withheld from youth/NMDs for any reason. However, if CONTRACTOR does not believe the clothing is appropriate or meets the standard/requirements, said items of clothing shall be replaced.

If a youth/NMD is absent from the facility for a period of time longer than the facility rules allow, it is the responsibility of CONTRACTOR's staff to secure the belongings of the youth/NMD. Upon CONTRACTOR's staff informing DPSS the youth/NMD has left the facility, CONTRACTOR is also required to inform the DPSS the youth/NMD's personal property has been secured and may be picked up within seven (7) days.

If the youth intentionally damages, destroys, gives away or sells their clothes, CONTRACTOR must develop a plan with DPSS to replace said items of clothing. The plan shall be developed within thirty (30) days and replacement clothing purchased within forty-five (45) days of the CONTRACTOR becoming aware of the damage, destruction, giving away or selling of the clothing. The clothing inventory form must be included as part of the plan.



**Children's Services Division  
Verification of Dependents Medical and Dental Examinations –  
CSD 2004**

Referral ID #:	Case #:	Today's Date:
Child's Name:	DOB:	
Caregiver Name:	Caregiver Phone:	
CSSW Name:	CSSW Phone:	CSSW Cell Phone:

The Federal Early and Periodic Screening Diagnosis and Treatment (EPSDT) regulations in conjunction with the Child Health and Disability Prevention Program (CHDP) recommend annual well-child physical examinations and dental examinations every six (6) months for a child/youth in foster care.

**CAREGIVER INSTRUCTIONS:**

- At the time of the child's examination, please provide a copy of page two (2) to the medical provider and a copy of page three (3) to the dental provider for completion.
- Within two (2) business days of the examination, mail or fax a copy of the completed forms to:  

Kristen Thompson, Public Health Nurse  
 DPSS – Children's Services Division  
 11070 Magnolia Ave., Suite A  
 Riverside, CA 92505  
 FAX: (951) 358-5414
- Retain a copy for the child's placement record.

**MEDICAL**

The child placed in your home needs a *Well Child Physical Examination* within 30 days from the date of this placement;

**OR**

The child placed in your home received an annual *Well Child Physical Examination* on \_\_\_\_\_ and his/her next physical examination is due on \_\_\_\_\_.

**DENTAL**

The child placed in your home need a *Dental Examination* within 30 days from the date of this placement page one (1) and above

**OR**

The child placed in your home received a *Dental Examination* on \_\_\_\_\_ and his/her next dental examination is due on \_\_\_\_\_. A dental examination is required every six (6) months.

**IEHP**

Inland Empire Health Plan (IEHP) is the *preferred* provider for Riverside County Dependent children. To obtain a provider list in your area or to obtain additional information and services, please contact IEHP toll free at: 1-800-706-4347.

**CHILDREN'S HEALTH AND DISABILITY PREVENTION(CHDP) PROGRAM (completed by the Social Worker):**

Social Worker provided caregiver with the CHDP Brochure with the toll-free CHDP telephone number:1-800-346-6520 and explained services available for the foster child through CHDP:

Yes       No – Reason \_\_\_\_\_

Caregiver:  Declined CHDP services for the foster child on: \_\_\_\_\_

Accepted—wants more information about CHDP or wants CHDP medical or dental services. \*

**\*Social Worker Instructions:**

- Complete a PM 357 CHDP Referral (available on the Extranet), print a copy for the case file and send a copy via Central Messenger to: Mail Stop #3320, Health Department-CHDP, ATTN: CHDP Nurse Manager.
- Document your actions in the Placement Management Section, under the "Open Existing Placement", on the ID page and in the case narratives.



**REPORT OF MEDICAL EXAM**

**TO BE COMPLETED BY THE MEDICAL PROVIDER: ICD-9 (if easily available).**  
 Please complete page two (2) of this form and return to the caregiver at the end of child's examination.

<b>PLEASE FILL OUT OR ATTACH A BUSINESS CARD:</b> Provider's Name: _____ Address: _____ City/State/Zip Code: _____ Telephone: _____	Child: _____ Case #: _____ DOB: _____ SW's Name: _____
---	---

**Date of Visit:** \_\_\_\_\_  
**Results of Physical Exam and/or Diagnosis Given:** \_\_\_\_\_  
**Treatment Given/Medications Prescribed:** \_\_\_\_\_

IMMUNIZATIONS GIVEN TODAY:			
Hep A <input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> Given Today <input type="checkbox"/> Needs <input type="checkbox"/> Up to Date	Meningococcal <input type="checkbox"/> 1	<input type="checkbox"/> Given Today <input type="checkbox"/> Needs <input type="checkbox"/> Up to Date
Hep B <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	<input type="checkbox"/> Given Today <input type="checkbox"/> Needs <input type="checkbox"/> Up to Date	Varicella <input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> Given Today <input type="checkbox"/> Needs <input type="checkbox"/> Up to Date
DTPa/DT/dT/DTaP/DTd <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	<input type="checkbox"/> Given Today <input type="checkbox"/> Needs <input type="checkbox"/> Up to Date	PCV (Pneumococcal) <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	<input type="checkbox"/> Given Today <input type="checkbox"/> Needs <input type="checkbox"/> Up to Date
HIB <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> Given Today <input type="checkbox"/> Needs <input type="checkbox"/> Up to Date	Influenza <input type="checkbox"/>	<input type="checkbox"/> Given Today <input type="checkbox"/> Needs <input type="checkbox"/> Up to Date
Polio (OPV or IPV) <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> Given Today <input type="checkbox"/> Needs <input type="checkbox"/> Up to Date	Rotavirus <input type="checkbox"/> 1	<input type="checkbox"/> Given Today <input type="checkbox"/> Needs <input type="checkbox"/> Up to Date
MMR <input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> Given Today <input type="checkbox"/> Needs <input type="checkbox"/> Up to Date	HPV <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	<input type="checkbox"/> Given Today <input type="checkbox"/> Needs <input type="checkbox"/> Up to Date
Tdap <input type="checkbox"/>	<input type="checkbox"/> Given Today <input type="checkbox"/> Needs <input type="checkbox"/> Up to Date	Other Immunizations: (specify) _____	<input type="checkbox"/> Given Today <input type="checkbox"/> Needs <input type="checkbox"/> Up to Date

**DOCTOR'S EXAMINATION: Results of tests done today**

Height _____ Weight _____ Scalp _____ Eyes _____ Ears _____ Nose _____ Throat _____ Glands _____ Blood Pressure _____	Heart _____ Lungs _____ Abdomen _____ Genitals _____ Extremities _____ Morphology _____ Skin _____ Vision _____ Hearing _____	Dental Assessment/Referral: _____ Anticipatory Guidance: _____ Developmental Assessment: _____ Nutritional Assessment: _____
---	---	---

TB Test: Date Given: \_\_\_\_\_ Date Read: \_\_\_\_\_ Results: mm \_\_\_\_\_  Positive  Negative  
 If positive, x-ray results: \_\_\_\_\_

HGB/HCT: \_\_\_\_\_  Lead Screen: Results: \_\_\_\_\_

Other Tests (specify): \_\_\_\_\_

**TYPE OF MEDICAL VISIT:**

<input type="checkbox"/> Well Child Physical Exam	<input type="checkbox"/> Follow-up	<input type="checkbox"/> Tx Ongoing	<input type="checkbox"/> Tx Completed
<input type="checkbox"/> Sick Visit	<input type="checkbox"/> Specialist Visit	<input type="checkbox"/> WIC Visit	<input type="checkbox"/> Medication Check
<input type="checkbox"/> Emergency Room	<input type="checkbox"/> Urgent Care	<input type="checkbox"/> Other Appointment (specify): _____	
<input type="checkbox"/> Referrals Provided: (specify) _____			

<b>REQUIRED SIGNATURE:</b>	X	
	Signature of Dental Provider	Date



**REPORT OF DENTAL EXAM**

**TO BE COMPLETED BY THE DENTAL PROVIDER: ICD-9 (if easily available).**  
Please complete page three (3) of this form and return to the caregiver at the end of child's examination.

**PLEASE FILL OUT OR ATTACH A BUSINESS CARD:**

Provider's Name: _____	Child: _____
Address: _____	Case #: _____
City/State/Zip Code: _____	DOB: _____
Telephone: _____	SW's Name: _____

**Date of Visit**  
Results of Physical Exam and/or Diagnosis Given:  
  
Treatment Given:

**TYPE OF DENTAL VISIT:**

<input type="checkbox"/> Routine Comprehensive	<input type="checkbox"/> Follow-up	<input type="checkbox"/> Check-Up	<input type="checkbox"/> Sick Visit
<input type="checkbox"/> Tx Ongoing	<input type="checkbox"/> Tx Completed	<input type="checkbox"/> Specialist Visit (specify): _____	
<input type="checkbox"/> Medications Prescribed: _____			

**DENTAL EXAMINATION:**

<input type="checkbox"/> Cleaning <input type="checkbox"/> X-rays <input type="checkbox"/> Cavities (indicate #) _____ <input type="checkbox"/> Root Canal <input type="checkbox"/> Other: _____	<input type="checkbox"/> Dental Work Completed Today <input type="checkbox"/> Follow-Up Appointment Needed Follow-Up Date and Time: _____
--	---

**WAS CHILD REFERRED TO ANOTHER PROVIDER?**  Yes  No (If "Yes", please complete:

Name: _____	Specialty: _____
Address: _____	<input type="checkbox"/> To be seen on what date and at what time? _____
Telephone: _____	
Reason for Referral: _____	
_____	
_____	

**RECOMMENDATIONS:**

<b>REQUIRED SIGNATURE:</b>	<b>X</b>	
	Signature of Dental Provider	Date





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**Agenda Item No.**

3.6

(ID # 18182)

**MEETING DATE:**

**Monday, January 24, 2022**

**SUBJECT:** TENTATIVE PARCEL MAP NO. 37749 (TPM37749) – No New Environmental Documentation is Required - EA42549 – Applicant: Gregory P. Lansing - Third Supervisorial District – Homeland Zoning Area – Harvest Valley / Winchester Area Plan: Medium Density Residential (MDR) (2 – 5 du/ac) – Location: northerly of Stetson, easterly of Winchester Road, southerly of Highway 74, westerly of Highway 79 – 156.95 Acres – Zoning: Planned Residential – (R-4). REQUEST: TENTATIVE PARCEL MAP NO. 37749 is a Schedule “J” Finance Map for a subdivision of approximately 157 gross acres into 14 parcels ranging in size from a minimum of 6.98 acres to 14.24 acres – APN: 458-250-012 & 013. Project Planner: Jason Allin at (951) 955-3107 or email at jasallin@rivco.org.

**PROPOSED PROJECT**

Case Number(s):	TPM37749
Environmental Type:	Exemption
Area Plan No.	Harvest Valley/Winchester
Zoning Area/District:	Homeland Area
Supervisorial District:	Third District
Project Planner:	Jason Allin
Project APN(s):	458-250-012, 458-250-013
Continued From:	

John Hildebrand, Planning Director 1/19/2022

**PROJECT DESCRIPTION AND LOCATION**

**TENTATIVE PARCEL MAP NO. 37749** is a proposal for a Schedule “J” Finance Map for a subdivision of approximately 157 gross acres into 7 parcels ranging in size from a minimum of 1.48 acres to 57.38 acres.

The above is hereinafter “the project.”

The project is located North of Stetson, East of Winchester Road, and South of State Highway 74.

**PROJECT RECOMMENDATION**

**STAFF RECOMMENDATIONS:**

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**THAT THE PLANNING DIRECTOR TAKE THE FOLLOWING ACTIONS:**

**FIND** that **NO NEW ENVIRONMENTAL DOCUMENT IS REQUIRED** because all potentially significant effects on the environment have been adequately analyzed in the previously adopted **MITIGATED NEGATIVE DECLARATION** for Environmental Assessment No. 42549 for Tentative Tract Map No. 36504 pursuant to applicable legal standards, and none of the conditions described in CEQA Guidelines Section 15162 exist based on the findings and conclusions provided in this staff report; and

**APPROVE TENTATIVE PARCEL MAP NO. 37749**, subject to the attached Advisory Notification Document, Conditions of Approval, and based upon the findings and conclusions provided in this staff report.

**PROJECT DATA**

**Land Use and Zoning:**

Specific Plan:	N/A
Specific Plan Land Use:	N/A
Existing General Plan Foundation Component:	Community Development
Proposed General Plan Foundation Component:	N/A
Existing General Plan Land Use Designation:	Medium Density Residential (MDR)
Proposed General Plan Land Use Designation:	N/A
Policy / Overlay Area:	Highway 79 Policy Area
Surrounding General Plan Land Uses	
North:	Rural Community: Low Density Residential (RC:LDR)
East:	Community Development: Low Density Residential (CD:LDR)
South:	Rural Community: Estate Density Residential (RC-EDR) Medium Density Residential (MDR),
West:	Rural Community: Low Density Residential (RC:LDR), Community Development: Medium Density Residential (CD:MDR)
Existing Zoning Classification:	Planned Residential (R-4)
Proposed Zoning Classification:	N/A
Surrounding Zoning Classifications	

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North:	Rural Residential (R-R), Scenic Commercial Highway (C-P-S)
East:	Heavy Agriculture-10 acres minimum (A-2-10)
South:	One Family Dwelling (R-1), Heavy Agriculture-10 acres minimum (A-2-10), Scenic Commercial Highway (C-P-S)
West:	Rural Residential (R-R), One Family Dwelling (R-1), Open Area Combining Zone- Residential Developments (R-5)
<hr/>	
Existing Use:	Vacant
Surrounding Uses	
North:	Residential, Retail
East:	Residential, Light Agriculture
South:	Residential, Retail
West:	Residential, Light Agriculture

**Project Details:**

<i>Item</i>	<i>Value</i>	<i>Min./Max. Development Standard</i>
Project Site (Acres):	157 Acres	N/A
Proposed Minimum Lot Size:	1.48 Acres	5,500 SF
Total Proposed Number of Lots:	7	N/A
Map Schedule:	J	

**Located Within:**

City's Sphere of Influence:	No
Community Service Area ("CSA"):	Yes – 80,146,152
Special Flood Hazard Zone:	Yes, portion
Agricultural Preserve:	No
Liquefaction Area:	Yes – Low
Subsidence Area:	Yes – Susceptible
Fault Zone:	No
Fire Zone:	Yes – HIGH (LRA)

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Mount Palomar Observatory Lighting Zone:	Yes – Zone B
WRCMSHCP Criteria Cell:	No
CVMSHCP Conservation Boundary:	No
Stephens Kangaroo Rat (“SKR”) Fee Area:	Yes
Airport Influence Area (“AIA”):	Yes – Hemet-Ryan, Zone E

**PROJECT LOCATION MAP**



Figure 1: Project Location Map

**PROJECT BACKGROUND AND ANALYSIS**

**Background:**

Tentative Tract Map No. 36504 was recommended for approval by the Riverside County Planning Commission on February 7, 2018 and was approved by the Riverside County Board of Supervisors on May 22, 2018. The project proposed a Schedule ‘A’ subdivision of 162.06 acres gross area into 527 single –family residential lots. In addition to 527 residential lots, the subdivision also includes an 8.54-acre lot for a park, a 4.7-acre lot for a detention/debris basin, and an approximately 18-acre open space lot.

The Planning Department transmitted the case to the Airport Land Use Department (ALUC) on August 12, 2019. ALUC sent a letter dated August 14, 2019 stating, “the Project is in Zone E of Hemet-Ryan Airport Influence Area which does not restrict residential density or non-residential intensity and prohibits hazards to flight.”



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Transportation conditioned this Project to provide public street right of way along SH-79 (Winchester Road) to establish a 59-foot-wide dedication. The department also required dedication along Catlin Street and Stetson Avenue at the widths of 30 feet and 48 feet respectively.

Tentative Parcel Map 37749 was submitted to the County of Riverside on July 30, 2019.

**ENVIRONMENTAL REVIEW AND ENVIRONMENTAL FINDINGS**

In accordance with State CEQA Guidelines Section 15162, Tentative Parcel Map No. 37749 will not result in any new significant environmental impacts not identified in adopted Mitigated Negative Declaration No. 42549 for Tentative Tract Map No. 36504. The Tentative Parcel Map is a Schedule 'J' map which is for financing or conveyance purposes only and will not result in any physical changes resulting in a substantial increase in the severity of previously identified significant effects, does not propose any substantial changes which will require major revision to Environmental Assessment No. 42549, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible because of the following:

- a. Tentative Parcel Map No. 37749 is a Schedule 'J' map which is for financing/conveyance purposes only. No physical change will occur in regard to the approved Tentative Tract Map No. 36504 which was the basis of the analysis of Environmental Assessment No. 42549 and encompasses the proposed Tentative Parcel Map boundaries; and,
- b. The subject site was included within Tentative Tract Map No. 36504 project boundary analyzed in Environmental Assessment No. 42549; and,
- c. There are no changes to the mitigation measures included in Environmental Assessment No. 42549; and
- d. Tentative Parcel Map No. 37749 does not propose any changes to the approved Tentative Tract Map No. 36504 as reviewed in Environmental Assessment No. 42549.

**FINDINGS AND CONCLUSIONS**

**In order for the County to approve a proposed project, the following findings are required to be made:**

**Land Use Findings:**

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1. The project site has a General Plan Land Use Designation of Community Development: Medium Density Residential (CD: MDR). This designation allows Single Family detached and attached residences with a density range of 2 to 5 dwelling units per acre. The Project proposes to develop land so the site can host residential dwellings in the future as implemented through approved Tentative Tract Map No. 36504. Tentative Tract Map No. 36504 is consistent with the Medium Density Residential land use designation; therefore, the current proposed subdivision that facilitates the development of Tentative Tract Map No. 36504 is also consistent with the Medium Density Residential land use designation.
2. The project site has a Zoning Classification of Planned Residential (R-4) which is consistent with the General Plan. Section 8.94 in Ordinance 348 states that, "Before any structure is erected or use established in the R-4 Zone, there shall be a subdivision map recorded and a development plan approved[.]" The Proposed Tentative Parcel Map is a Schedule 'J' map and will not result in any grading or new construction. Ultimate development will occur with future tract maps which will be designed in accordance with the development standards of the approved Tentative Tract Map No. 36504. Therefore, the Project is consistent with Ordinance 348.
3. The Project is located within the Highway 79 Policy Area, which generally puts a limit on the density of residential development. The prior Tentative Tract Map No. 36504 was determined to be consistent with the policy area when it was approved. The current subdivision as a tool for implementation of Tentative Tract Map No. 36504 would therefore also be consistent with the policy area.

**Entitlement Findings:**

**Tentative Parcel Map**

Tentative Tract Map No. 37749 is a Schedule "J" map that proposes a subdivision of 157 acres into 7 lots. The findings required to approve the Map, pursuant to the provisions of the Riverside County Ordinance No. 460, are followed below:

1. The proposed map, subdivision design and improvements are consistent with the General Plan, specifically General Plan Principle IV.A.1 which provides that the intent of the General Plan is to foster variety and choice in community development. The General Plan Principle IV.4, states that communities should range in location and type from urban to suburban to rural, and in intensity from dense urban centers to small cities and towns to rural country villages to ranches and farms. Low density residential development should not be the predominant use or standard by which residential desirability is determined. The General

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Plan IV.B.1, also states the General Plan should promote development of a "unique community identity" in which each community exhibits a special sense of place by retaining distinct edges and sufficient open space between scattered urbanized areas. This will facilitate the buildout of existing communities, as well as the creation of new towns, each of which have distinct boundary and edge conditions. The proposed tentative parcel map will comply with the General Plan by subdividing the property into respective phases of the Tentative Tract Map that will provide a variety of housing type in single-family residential community, promote community with the open space recreational areas and connecting to adjacent community parks. The Tentative Parcel Map site is located within Medium Density Residential (MDR) and is consistent with this land use designation and all other requirements of the General Plan and the project is consistent with all applicable requirements of State law and the ordinances of Riverside County.

2. The site of the proposed map is physically suitable for the type of development and density because the Tentative Tract Map that the proposed subdivision implements proposes to limit development to non-sensitive areas of the site to conserve areas with steeper topography. The proposed subdivision would not directly allow for any grading or development and so would not alter the site physically. Although the topography of the site is varying, currently approved Tentative Tract Map No. 36504 would avoid the steepest areas and retain the natural contour of the site where possible. Infrastructure to serve the residential development including water, sewer, and roads are readily available along Winchester Road. This development is consistent with the General Plan land use designation of Medium Density Residential (MDR).
3. The design of the proposed map or proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat since the proposed subdivision does not directly propose any development or improvements and any future further subdivision's impacts have been detailed in the Environmental Assessment prepared for the Tentative Tract Map.
4. The design of the proposed map or the type of improvements are not likely to cause serious public health problems, since the proposed subdivision does not directly propose any development or improvements and any future further subdivision's impacts have been detailed in the Environmental Assessment prepared for the Tentative Tract Map, the project would not have a significant impact to local air quality or noise or any impact area.
5. The proposed land division meets the requirements of Ordinance No. 460 for a Schedule 'J' Map. Ordinance No. 460 requires all land divisions to conform to the County's General Plan, applicable specific plans, Ordinance No. 348 and with the requirements of Ordinance

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No. 460. The project specifically complies with the Schedule 'J' improvement requirements of Ordinance No. 460 Section 10.16 as listed below:

- a. **Submission Criteria** - The land to be subdivided by the Schedule 'J' Map is not developed and is located within a previously approved Tentative Tract Map (TR36504) which will ultimately be for the development of residential, public facilities, recreational and open space uses.
  - b. **Minimum Requirements.** The proposed 7 parcels with a minimum lot size of 1.48 acres are greater than the minimum lot sizes of the Planned Residential (R-4) zone of 3,500 sq. ft. Legal access will be provided to the site via Winchester Road, Catlin Street, and Stetson Avenue. Adding, new dedications within the subdivision for proposed Caltrans Right of Way located on lot 7. There are no physical constraints that affect the feasibility of future development, as previously determined by Environmental Assessment No. 42549. Ultimate development of the site will comply with the development standards of the R-4 zone and the approved TR36504.
  - c. **Compliance.** The proposed Tentative Parcel Map includes all of the required information required for the map, which includes, lot numbers, street identification letter, assessor parcel numbers, and other required notes.
6. The design of the proposed land division or the type of improvements will not conflict with street dedications, acquired by the public at large, for access through, or use of, property within the proposed land division. No such dedications exist on the property that would be removed, including the Caltrans Right of Way on lot 7. Furthermore, the proposed development could provide future road improvements across the property that would continue to provide access for properties located further east on the east side of the aqueduct to access to Stetson Avenue.
7. Tentative Parcel Map No. 37749 is consistent with the minimum size allowed by the project site's Zoning Classification of R-4 as noted above.

**Other Findings:**

1. The project site is not located within a Criteria Cell of the Multi-Species Habitat Conservation Plan.
2. The project site is not located within a City Sphere of Influence.



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3. The project site is located within the Hemet-Ryan Airport Influence Area ("AIA") boundary and is therefore subject to the Airport Land Use Commission ("ALUC") review. This project was submitted to ALUC for review on August 12, 2019. The Area does not restrict residential density, it only prohibits hazards to flight.
4. The Project was not submitted for AB 52 / SB 18 consideration due to the project not requiring a new Mitigated Negative Declaration or Environmental Impact Report.
5. The project site is located within Zone B of the Mount Palomar Observatory Lighting Zone boundary, as identified by Ordinance No. 655 (Mt. Palomar). The project is required to comply with all lighting standards specified within Ordinance No. 655, pursuant to Zone B.
6. The project site is located within the Fee Assessment Area of the Stephen's Kangaroo Rat Habitat Conservation Plan ("SKRHCP"). Per County Ordinance No. 663 and the SKRHCP, all applicants who submit for development permits, including maps, within the boundaries of the Fee Assessment Area who cannot satisfy mitigation requirements through on-site mitigation, as determined through the environmental review process, shall pay a Mitigation Fee of \$500.00 per gross acre of the parcels proposed for development. Payment of the SKRHCP Mitigation Fee for this Project, instead of onsite mitigation, will not jeopardize the implementation of the SKRHCP as all core reserves required for permanent Stephen's Kangaroo Rat habitat have been acquired and no new land or habitat is required to be conserved under the SKRHCP.

**Fire Findings:**

1. The site is located within a CAL Fire state responsibility area and partially within a high fire hazard severity zone with the remaining portion of the site located within a moderate fire hazard severity zone. The project has been designed to comply with sections 4290 and 4291 of the Public Resources Code and Government Code section 66474.02 based on the following:
  - i. Fire protection and suppression services will be available for the subdivision through Riverside County Fire Department.
  - ii. The land division has been designed so that each lot, and the subdivision as a whole, is in compliance sections 4290 and 4291 of the Public Resources Code by providing a defensible space within each lot of 100 feet from each side, front and rear of a pad site, requiring that the site have fuel modification standards acceptable to the Riverside County Fire Department, requiring a minimum 10-foot clearance of all chimneys or

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stovetop exhaust pipes, no buildings shall covered or have dead brush overhang the roof line and requiring that the roof structure shall be maintained free of leaves, needles, or other vegetation.

- iii. The project meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code and Riverside County Ordinance No. 787 by providing streets to County road improvement standards at a pavement width of thirty-six (36) feet, standards for signs identifying streets, roads and buildings, including blue dot reflectors, minimum private water supply reserves for emergency fire use and residential fire sprinklers, fuel breaks and green belts based on vegetation fuel load, slope, and terrain located along the north and south side of the project, and other.

**Conclusion:**

1. For the reasons discussed above, the proposed project conforms to all the requirements of the General Plan and with all applicable requirements of State law and the ordinances of Riverside County. Moreover, the proposed project would not be detrimental to the health, safety or general welfare of the community.

**PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH**

This project was advertised in the Press Enterprise Newspaper. Additionally, public hearing notices were mailed to property owners within 600 feet of the project site. As of the writing of this report, Planning Staff has not received any written communication or phone calls from anyone who indicated support or opposition to the proposed project.

**APPEAL INFORMATION**

The Director's Hearing decision may be appealed to the Planning Commission. Such appeals shall be submitted in writing to the Clerk of the Board, with the required fee as set forth in Ordinance No. 671 (Consolidated Fees for Land Use and Related Functions), within 10 days after the Director's Hearing decision.