

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



ITEM: 3.18
(ID # 22094)

MEETING DATE:
Tuesday, June 13, 2023

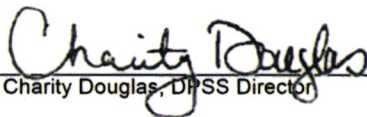
FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Approve Professional Service Agreement # DPSS-0004604 with Knotts Family Agency for the placement of Commercially Sexually Exploited Children (CSEC) for a total of \$840,000 for five years effective July 01, 2023 through June 30, 2028; All Districts. [Total Cost \$840,000, additional compensation up to \$168,000; Federal 43%, State 33%, Realignment 24%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Professional Service Agreement # DPSS-0004604 with Knotts Family Agency for the placement of Commercially Sexually Exploited Children (CSEC) for a total of \$840,000 for five years effective July 01, 2023 through June 30, 2028; and authorize the Chairman of the Board to sign the Agreement on behalf of the County.
2. 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 and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total aggregate cost of the agreement.

ACTION:Policy


Charity Douglas, DPSS Director

5/25/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, and Gutierrez
Nays: None
Absent: Spiegel, Perez
Date: June 13, 2023
xc: DPSS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$168,000	\$840,000	\$0
NET COUNTY COST	\$0	\$ 0	\$0	\$0
SOURCE OF FUNDS: Federal 43%; State 33%; Realignment 24%			Budget Adjustment: No	
			For Fiscal Year: 23/24-27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Commercially Sexually Exploited Children (CSEC) are being identified at higher rates as they enter foster care, and it has become apparent that a more intensive and specialized type of placement is of benefit for these vulnerable youth. It is essential that they receive Trauma Informed Care which is defined as an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma Informed Care also emphasizes physical, psychological and emotional safety for both consumers and providers, and helps survivors rebuild a sense of control and empowerment (www.traumainformedcareproject.org). The Department of Public Social Services (DPSS) Children’s Services Division (CSD) seeks to ensure that these children/youth have a guaranteed access to such specialized placement through CSEC providers.

DPSS CSD seeks to enter into an agreement with Knotts Family Agency for the provision of securing and holding CSEC beds to ensure the placement of identified youth and non-minor dependents (NMD) that require this type of specialized care. Knotts Family Agency shall reserve 20 beds exclusively for DPSS CSEC clients in contracted Approved Resource Family Homes. Compensation through this Agreement is exclusively for unoccupied beds. If a bed becomes occupied during the calendar month, Knotts Family Agency shall be paid a pro-rated daily rate for the number of days the bed was available and unoccupied.

Knotts Family Agency is a Licensed Foster Family Agency (FFA) that provides specialized CSEC training to certified resource families to ensure specialized and intensive services can be provided to identified CSEC youth. The full range of services provided include, but are not limited to shelter, individualized Need and Services Plans, education and mental health services, enhanced support services, and other necessary services including medical and dental services.

DPSS requests the approval and execution of Agreement # DPSS-0004604 with Knotts Family Agency awarded through Ordinance 459 Category 2, Exception C to provide shelter services and youth homes as needed to serve the CSEC youth throughout the County for five years through June 30, 2028.

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

Impact on Residents and Businesses

The CSEC Agreement will allow DPSS to provide enhanced placement services to the identified population in a safe environment while addressing the issues resulting from sexual abuse and exploitation of the youth in our community.

Additional Fiscal Information

The total annual payments to Knotts Family Agency shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2023 through June 30, 2024	\$168,000
July 1, 2024 through June 30, 2025	\$168,000
July 1, 2025 through June 30, 2026	\$168,000
July 1, 2026 through June 30, 2027	\$168,000
July 1, 2027 through June 30, 2028	\$168,000
Total	\$840,000

These services were budgeted through the County Wide Budget Process, therefore, no budget adjustment is needed.

Contract History and Price Reasonableness

There is a high need for CSEC placement services for children and youth to reduce the traumatization they experienced and ensure the provision of immediate and specialized care. Ordinance 459 Category 2, Exception C allows for selection and award of contracts for shelter homes and youth home services without a bid solicitation due to the nature of the services and limited-service resources. DPSS in accordance with Ordinance 459 has selected and recommends contracting with Knotts Family Agency as they have demonstrated previous experience and proven skills in implementing this program with its complexity and diversity of services. DPSS' current contract with Knotts Family Agency for CSEC placement (DPSS-0000899) expires on June 30, 2023 and the agency has proven professional and reliable in providing the services pertained under this Agreement in most efficient and timely manner.

ATTACHMENT:

- **ATTACHMENT A: DPSS-0004604 CSEC Agreement-Knotts Family Agency**


Meghan Hahn, Deputy Director of Procurement 5/25/2023


Eleanora Lontajo, Principal Management Analyst 6/6/2023


Katherine Wilkins, Deputy County Counsel 5/30/2023

**County of Riverside Department of Public Social Services
Contracts Administration Unit
4060 County Circle Drive
Riverside, CA 92503**

and

Knotts Family Agency, Inc.

Master Contract Template for Foster Care Placement Services for Commercially Sexually Exploited
Children

DPSS-0004604



TABLE OF CONTENTS

1. DEFINITIONS4

2. DESCRIPTION OF SERVICES5

3. PERIOD OF PERFORMANCE6

4. COMPENSATION6

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS6

6. TERMINATION6

7. REQUEST FOR WAIVER AND WAIVER OF BREACH7

8. TRANSITION PERIOD.....7

9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL7

10. CONDUCT OF CONTRACTOR/CONFLICT OF INTEREST7

11. RECORDS, INSPECTIONS, AND AUDITS7

12. CONFIDENTIALITY8

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT9

14. PERSONALLY IDENTIFIABLE INFORMATION9

15. HOLD HARMLESS/INDEMNIFICATION10

16. INSURANCE10

17. WORKER’S COMPENSATION.....12

18. VEHICLE LIABILITY12

19. COMMERCIAL GENERAL LIABILITY12

20. PROFESSIONAL LIABILITY13

21. CYBER LIABILITY13

22. INDEPENDENT CONTRACTOR13

23. USE BY POLITICAL ENTITIES14

24. LICENSES AND PERMITS14

25. NO DEBARMENT OR SUSPENSION14

26. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES14

27. PERSONNEL.....15

28. MANDATED REPORTING.....15

29. EMPLOYMENT PRACTICES16

30. LOBBYING.....16

31. ADVERSE GOVERNMENT ACTION.....17

32. SUBCONTRACTS17

33. SUPPLANTATION17

34. ASSIGNMENT18

35. FORCE MAJEURE18

36. GOVERNING LAW18

37. DISPUTES18

38. ADMINISTRATIVE/CONTRACT LIAISON18

39. CIVIL RIGHTS COMPLIANCE18

40. NOTICES20

41. HOLD STATUS AND/OR CORRECTIVE ACTION PLAN20

42. SIGNED IN COUNTERPARTS21

43. ELECTRONIC SIGNATURES.....21

44. MODIFICATION OF TERMS21

45. ENTIRE AGREEMENT21

List of Schedules

Schedule A – Payment Provisions

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 by and between Knotts Family Agency, Inc., a nonprofit corporation in the state of California (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"). 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 Knotts Family Agency, 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" refers to the County of Riverside.
- E. "CSEC" refers to Commercially Sexually Exploited Children.
- F. "DPSS" refers to the County of Riverside's Department of Public Social Services, which has administrative responsibility for this Agreement.
- G. "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.
- H. "Group Home" or "GH" refers to a residential home which provides 24-hour care and supervision to an average of seven (7) or more children, provides services to a specific client group, and maintains a structured environment, with such services provided at least in part by staff employed by the Group Home.
- I. "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.
- J. "Independent Living Program" and/or "ILP" refers to the program authorized under 42 U.S.C. 677 of the Social Security Act for services and activities to assist/prepare Placed Children age 16 or older to make the transition from out-of-home care to independent living. ILP services may be provided to former foster youth up to age 21 and is a major component of Emancipation Planning.
- K. "ISFC" refers to Intensive Services Foster Care.
- L. "Lagging Indicators" measure overall program effectiveness. They are outcome oriented and help to assess whether the goal(s) of the program has been achieved.

- M. "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**.
- N. "NMD" refers to a non-minor dependent.
- O. "Placement Agency" refers to facility or agency providing the care and services for Placed Children, and includes DPSS the FFA, GH/STRTP, or ISFC.
- P. "Placed Child" or "Placed Children" refers to any child or children placed by the COUNTY receiving services from the CONTRACTOR pursuant to this Agreement.
- Q. "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 report is attached hereto and incorporated herein as **Exhibit A**.
- R. "SOAR" refers to the Specialized Operations and Adoptions Region.
- S. "STRTP" refers to Short-Term Residential Therapeutic Program.
- T. "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.
- U. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another Subcontractor.
- V. "TILP" refers to a youth's Transitional Independent Living Plan and is used to identify skills needing development by a youth. The TILP is updated every six months to monitor a youth's progress in developing identified skillsets and identifying those skills needing more development.
- W. "Treatment Services" refers to the provision of therapeutic services to children who reside in Certified Family Homes. These services may include, but are not limited to, assessing children's needs for the following: education and mental health services, sexual or physical abuse counseling, alcohol or drug abuse counseling, and vocational training, and determining the appropriate individual case plan to ensure those needs are met. Treatment Services shall be structured to help the children overcome barriers to safe and healthy development and achieve the goals specified in the Needs and Services Plan identifying the specific needs and services of the children.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I PII Privacy and Security Standards, Attachment II Assurance of Compliance, Attachment III – Daily Occupancy Log Sheet and Attachment IV DPSS 2076A, DPSS 2076B & Instructions.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective July 1, 2023 ("Effective Date") and continues through June 30, 2028, 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 on Time and Materials basis for services performed, 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 notify CONTRACTOR in writing 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 served on 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 notice of termination, CONTRACTOR shall:
 - (1) Stop all work under this Agreement on the date specified in the 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.

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.

7. 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 planning.

- 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 of 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. In respect 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 Insured.
- 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 in respect 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 effective date, 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. CONTRACTOR shall have the right to meet the liability insurance requirements with the purchase of an Umbrella or Excess insurance policy. In all instances, the combination of primary and Umbrella or Excess liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. Such Umbrella or Excess coverage shall be following form to underlying coverage including all endorsements and additional insured requirements. This requirement shall also apply to any Umbrella or Excess liability policies.
- F. 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.
- G. 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.
- H. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.

- I. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.
- J. 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.
- K. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, 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.

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.

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. CONTRACTOR and its employees shall have no claim against COUNTY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. 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 law.

25. NO DEBARMENT OR SUSPENSION

CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or 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; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-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-notices>
- (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;
- (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. MANDATED REPORTING

California law requires certain persons to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud. These individuals are known under the law as "mandated reporters." If CONTRACTOR is a "mandated reporter" in the state of California, CONTRACTOR understands and acknowledges his or her responsibility to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud in compliance with the applicable requirements under Penal Code Sections 11160-11164; 11165 - 11174.3 or Welfare & Institutions Code Sections 15600 et seq, respectively.

Also, as a "mandated reporter", CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement receive training in the identification and reporting of domestic violence, child abuse or neglect, and/or dependent adult/elder abuse or fraud. The training must comply with the applicable Penal Code & Welfare Institutions Code sections.

29. 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.

30. 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.

31. 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 notify the other of the nature of this action, including in the 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' notice or may terminate sooner if agreed to by both Parties.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

B. 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.

38. ADMINISTRATIVE/CONTRACT LIAISON

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

39. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the form entitled, "**Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs**," attached hereto and incorporated herein as **Attachment II**. CONTRACTOR will sign and date **Attachment II** 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:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Assurance and Review Services
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
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. 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.

40. NOTICES

All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

COUNTY Address:

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
clientservicescontracts@rivco.org

CONTRACTOR Address:

Knotts Family Agency, Inc.
1175 Idaho Street, Suite 202
Redlands, CA 92374

CONTRACTOR "Remit To" Address:

Knotts Family Agency, Inc.
1175 Idaho Street, Suite 202
Redlands, CA 92374

41. 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.

42. 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.

43. ELECTRONIC SIGNATURES

Each party of 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.

44. 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.

45. 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 Knotts Family Agency, Inc. <i>Gwendolyn Knotts</i>	Authorized Signature for COUNTY <i>Kevin Jeffries</i>
Printed Name of Person Signing: Gwendolyn Knotts	Printed Name of Person Signing: Kevin Jeffries
Title: Chief Executive Officer	Title: Chairman of the Board
Date Signed: May 30, 2023	Date Signed: Jun 14, 2023

Approved as to Form
Minh C. Tran
County Counsel

Katherine Wilkins

By: _____

Katherine Wilkins
Deputy County Counsel IV

May 30, 2023

Date

ATTEST:
KIMBERLY RECTOR, Clerk

Breanna Smith

By: _____



Schedule A
Payment Provisions

A.1 MAXIMUM AMOUNTS – ANNUAL AND AGGREGATE TOTALS

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2023 through June 30, 2024	\$168,000
July 1, 2024 through June 30, 2025	\$168,000
July 1, 2025 through June 30, 2026	\$168,000
July 1, 2026 through June 30, 2027	\$168,000
July 1, 2027 through June 30, 2028	\$168,000
Total	\$840,000

A.2 UNIT OF SERVICE

CONTRACTOR, as a reserved CSEC placement provider, shall be paid \$700 for one (1) available unoccupied bed per home 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 \$700 by the number of days in the applicable calendar month. Once a youth is placed in the home, the home will receive the Level of Care (LOC) appropriate rate. The rate shall be inclusive of all services outlined in Schedule B, Scope of Services.

GUARANTEED # OF CSEC BEDS	UNIT OF SERVICE	MONTHLY TOTAL
20	\$700	\$14,000

UNIT OF SERVICE	BILLING COST PER UNIT OF SERVICE
A unit is defined as one (1) emergency placement bed designated and available for Riverside County CSEC Emergency Placement for one (1) calendar month.	\$700* <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>

- 1) CONTRACTOR shall not be reimbursed for unoccupied bed if/when CSEC referral placement is refused without CSD consultation and agreement.

- 2) CONTRACTOR shall have no more than one (1) CSEC reserved placement in one (1) home unless placements are sibling sets and prior authorization has been provided by DPSS management.
- 3) CONTRACTOR shall ensure that beds identified for CSEC reserved placement are separate and apart from other alternate Emergency beds contracts and shall not duplicate billing.

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

- 1) 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.
- 2) 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.
- 3) 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**.
- 4) 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.
- 5) 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.
- 6) 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. 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 4th day of the month. Should the 4th 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.
- 7) 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.

- 8) 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).
- 9) CONTRACTOR shall maintain a record of each payment received for each placed dependent upon receipt of payment from COUNTY.
- 10) 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.

Schedule B
Scope of Services

1. SCOPE OF SERVICES

A. DPSS Responsibilities:

1. DPSS shall designate a liaison as a single-point-of-contact for CSEC related placements.
2. Assign children between the ages of newborn to age twenty-one (21) to the CONTRACTOR for CSEC 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 Responsibilities:

1. Assign Staff to be liaison between CONTRACTOR and DPSS.
2. Reserve beds exclusively for DPSS CSEC clients in CONTRACTOR's contracted Approved Resource Family Homes.
3. Have no more than one (1) bed per home specifically designated for CSEC 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 CSEC fully licensed beds deemed appropriate by CSD and available for Riverside County DPSS utilization. If a CSEC bed is converted to a permanent placement, CONTRACTOR shall replace these beds within 90 days with ones available for temporary placements unless otherwise mutually agreed upon in writing. All available beds shall be in the County of Riverside, unless approved by DPSS.
5. Accept emergency placement of all CSEC children from newborn to age twenty-one (21), twenty-four (24) hours a day, seven (7) days a week. Any denial of placement must be approved by CSD.
6. No referral for CSEC Placement who otherwise meets the eligibility criteria for CSEC 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 CSEC child.

8. Available to 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, regardless of placing agency.

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

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 placementinbox@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. Certify that the foster family has completed at least six (6) hours of training focused on CSEC youth prior to being funded as a CSEC placement.
13. Confirm that the foster family has completed the COUNTY- approved the Commercially Sexually Exploited Children (CSEC) training sixteen (16) hours once every two (2) years prior to being funded as a CSEC placement.
14. 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.
15. Confer with DPSS staff a minimum of once a week regarding the progress of the Placed Child. Communicate with any CSEC advocate assigned to the youth monthly to ensure the needs of the youth are being met.
16. 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.
17. Accept all CSD referrals for placement. Any rejection of placement must be approved by CSD.

18. Ensure transportation of child/NMD to school of origin and/or other appropriate services.
19. 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:

2. 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 Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1, sections 88331.1, 88331.2, 88331.3, 88331.31 and 88331.4.
3. If the CONTRACTOR is a Foster Family Agency licensed as such by the California Department of Social Services (CDSS) Community Care Licensing Division, 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 CDSS Community Care Licensing Division regulations, Title 22, Division 6, Chapter 1, General Licensing Requirements, and Title 22, Division 6, Chapter 8.8, Foster Family Agencies, Interim Licensing Standards, Welfare Institution Code sections 16000 – 16545, written directives, and any applicable assembly bills.
4. If the CONTRACTOR is a Group Home/Short-Term Residential Therapeutic Program (STRTP), licensed as such by the California Department of Social Services (CDSS) Community Care Licensing Division, 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 CDSS Community Care Licensing Division regulations, Title 22, Division 6, Chapter 1, General Licensing Requirements, and Title 22, Division 6, Chapter 5, Group Homes, including current Interim Licensing Standards, Welfare Institution Code Sections 16000 – 16545, written directives and any applicable assembly bills. If the CONTRACTOR is an Intensive Services Foster Care (ISFC) provider, licensed as such by the California Department of Social Services (CDSS) Community Care Licensing Division, and has an executed contract with the Riverside University Health System – Behavioral Health Department for Medi-Cal services, 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 Assembly Bill (AB) 404, Chapter 732, Statutes of 2017; Health and Safety Code (HSC) Section 1517, Welfare and Institutions Code Sections 16519.5, 17731, 18360, 18360.05, 18360.10, 18360.15, 18360.25 and 18360.35.

- D. If the CONTRACTOR is an FFA, GH/STRTP, ISFC, emergency bed provider, and/or a provider for CSEC, CONTRACTOR shall:
 1. 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.

2. Supervise and facilitate visits with parents and/or siblings of Placed Children as directed by DPSS staff.
3. 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.
4. Maintain a current photo of each Placed Child (every six months) 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 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.
6. 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.
7. 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.
8. Provide each Placed Child and/or NMD placed with CONTRACTOR a weekly base allowance appropriate with their age and reasonably commensurate with peer group standards starting with the first full week of placement. The base allowance amount shall not be less than the most recent federal office and CDSS requirements for monthly allowance for children and youth.
9. Under no circumstances shall a Placed Child and/or NMD placed with CONTRACTOR receive less than the base allowance amount stipulated above, except where such action is:
 - a. Due to a Court Order (e.g. restitution);
 - b. Incorporated into the CONTRACTOR's program statement and approved by CDSS Community Care Licensing division; and/or
 - c. In accordance with Title 22 regulations.
10. Any fines imposed on a Placed Child and/or NMD placed with CONTRACTOR shall not be deducted from the base allowance amount, rather it shall be deducted from any additional allowance/extra financial reinforcement the Placed Child and/or NMD placed with CONTRACTOR receives, except under the circumstances identified above.

11. Not require a Placed Child and/or NMD placed with CONTRACTOR to use allowance or earnings to purchase items the CONTRACTOR is required to provide in accordance with DPSS' minimum requirements such as:
 - a. Clothing;
 - b. Personal care/hygiene items;
 - c. Activities;
 - d. Diapers, baby clothes, babysitters, etc. for children placed with a minor parent, if CONTRACTOR receives infant supplement money;
 - e. School supplies; and
 - f. Meals.
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. 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.

- 16. Facilitate services ensuring the Placed Children’s physical, dental, vision and mental health needs are met.
- 17. Coordinate and ensure that routine and follow-up visits of all medical and mental health care are made available and provided to each Placed Child and NMD while they are placed with the CONTRACTOR as stipulated within California Code of Regulations, Title 22, Section 80069 and STRTP Interim Licensing Standards (ILS), Version 2 (V2), and/or most current version. This shall include, but not be limited to, physical, dental, vision, medical (including prenatal) psychological, psychiatric and therapy services.

Well child physical, vision and dental examinations shall follow the schedule set forth by the American Association of Pediatrics, located at www.aap.org/periodicityschedule and summarized below. Each child must have a physical and/or dental exam within thirty (30) days of the placement. After that initial exam, they must have exams at regular intervals.

Screening Requirement	Infancy						
	Periodic Well-Child Health Assessment (Physical)	3-5 day	By 1 mo	2 mo	4 mo	6 mo	9 mo
Interval to Next Health Assessment	<1 mo	1 mo	2 mo	2 mo	3 mo	3 mo	

Screening Requirement	Early Childhood						
	Period Well-Child Health Assessment (Physical)	12 mo	15 mo	18 mo	24 mo	30 mo	3 yr
Interval to Next Health Assessment	3 mo	3 mo	6 mo	6 mo	6 mo	12 mo	12 mo

Screening Requirement	Middle Childhood										
Period Well-Child Health Assessment (Physical)	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr					
Interval to Next Health Assessment	12 mo	12 mo	12 mo	12 mo	12 mo	12 mo					
Screening Requirement	Adolescence										
Period Well-Child Health Assessment (Physical)	11 yr	12 yr	13 yr	14 yr	15 yr	16 yr	17 yr	18 yr	19 yr	20 yr	
Interval to Next Health Assessment	12 mo	12 mo	12 mo	12 mo	12 mo	12 mo	12 mo	12 mo	12 mo	12 mo	

Dental Assessments		
Age (years)	Routine Dental Referral	Suspected Dental Problem
1-20	Refer every 6 months	Refer at any age if a problem is suspected or detected

Vision Assessments		
Age (years)	Routine	Suspected Vision Problems
0 – up to age 3	Vision Screening	Refer at any age if a problem is suspected or detected
3-20	Annual Vision Exam	Refer at any age if a problem is suspected or detected

18. 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.
19. Offer the opportunity to learn basic living skills and facilitate the child's participation in DPSS' Independent Living Program and/or DPSS's ILP contracted vendor, including vocational training, work experience and educational opportunities.
20. Shall comply with most current version of the Interim Licensing Standards (ILS) regarding Supervision and caseloads.
21. 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.
22. Attend or send a representative to attend association meetings, DPSS-lead Joint Operational Meetings (JOMs) and/or trainings deemed appropriate by the COUNTY.
23. Provide bilingual professional staff or qualified interpreters as needed and as feasible, based on screening process.

E. If the CONTRACTOR is an FFA, GH/STRTP, or ISFC CONTRACTOR shall:

1. Conduct initial and continual assessment of the needs of Placed Children and the effectiveness of services being provided in achieving Needs and Services Plan goals.
2. Ensure Treatment Services are structured to help the Placed Child overcome their identified concerns and achieve the goals specified in the Needs and Services Plan identifying the specific needs and services of the child.
3. Complete a written recommendation for needed services for each adjudicated Placed Child and provide to DPSS within thirty (30) business days after admission to residential and/or treatment care.

4. Develop and facilitate the completion of the Needs and Services Plan for each Placed Child in accordance with the case plan. The Needs and Services Plan should be submitted to DPSS within thirty (30) calendar days from placement of a Placed Child.
 5. Confer with DPSS staff a minimum of once a month regarding the progress of the Placed Child.
 6. Provide information pertaining to the Placed Child's medical, dental, psychological services, treatment needs, and progress in the Need and Services Plan/Quarterly Progress Report that is provided to DPSS. Original documentation must be maintained in the Placed Child's file.
 7. 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.
 8. Ensure that all children who are emancipating receive routine physical and dental treatment and/or medications within the three (3) month period prior to emancipation.
 9. Facilitate services to best prepare children for independent living upon discharge from DPSS' Children Services Division to achieve the goal of preserving the well-being of children.
 10. Encourage youth ages 16 and older to participate in Independent Living Program services, including but not limited to transporting to ILP-related activities that will lead to the successful completion of the Transitional Independent Living Program (TILP) goals which prepare youth for independence.
 11. Participate in the Ansell Casey Life Skills Assessment (ACLSA) of the youth prior to the development of the initial TILP.
 12. Participate in the development, implementation and monitoring of the TILP.
 13. Participation in any ILP activity shall not be denied as a disciplinary measure or tool.
 14. Develop a plan to assist the child, beginning at age 16, to establish connections in the community which he/she will be going to meet his/her therapy, educational, medical, spiritual, cultural and transportation needs. This plan should specify the type, frequency, by whom provided (position title), and duration of services, and be maintained in client case file. These community connections should be documented in the discharge plan.
- F. If the CONTRACTOR is an Emergency Placement provider, the CONTRACTOR shall:
1. Reserve beds exclusively for DPSS clients in CONTRACTOR contracted Certified Family Homes for temporary emergency placement.

2. Respond to DPSS Children's Services Division (CSD) social worker within one (1) hour of initial phone call.
3. Receive and place a child/NMD within four (4) hours of receipt of call from CSD social worker.
4. Accept emergency placement of child/NMD from newborn to age twenty-one (21) twenty-four (24) hours a day, seven (7) days a week. Any denial of placement must be approved by CSD.
5. 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 along with the start and end dates of the unavailable period.
6. Accept emergency placement for a minimum of one (1) day to a maximum of fifteen (15) 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/NMD cannot run consecutively. Children/NMDs whose subsequent placement fails within seven (7) days after emergency placement will be eligible to return with DPSS Deputy Director approval.
7. Provide proof that the Foster Family Parents have completed eight (8) hours (minimum of one (1) hour per training) of additional training from their Foster Family Agency (FFA) regarding trauma-informed care, crisis intervention, CSEC behavior, and substance abuse and paraphernalia recognition within the prior twelve (12) months prior to accepting placements. Refresher training on these subject matters must be provided every three (3) years.
8. Coordinate transportation of child/NMD to any medical and mental health-related appointments that have been scheduled to occur during their emergency placement in the home regardless of travel distance to the provider's office.
9. Ensure transportation of child/NMD to school of origin and/or other appropriate services.
10. Require Foster Family Parents to provide a minimum of two (2) weeks' notice when going on vacation.
11. Provide basic personal care items upon receipt of emergency placement child/NMD, including but not limited to: shampoo/conditioner, toothbrush, toothpaste, deodorant, soap and brush/comb.
12. Participate in Joint Operational Meetings (JOMS) quarterly or as needed to ensure efficient operation and effective communication.

G. 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.

H. Service Outcomes

Using the contractor monthly summary report, DPSS-CAFE (Children and Family Evaluation) will examine and report on:

- Trends in the number of CSEC placements
- Trends in the number of denials of placements
- Trends in the number of days in placement per client
- Trends in the number of extensions per client
- Trends in the number of beds available
- Trends in the number of child-focused meetings
- Trends in the number of children enrolled in school

I. Lagging Indicator:

The Department of Public Social Services Data Analysis Team (DPSS-DAT) will review and analyze the results of the Contractor's participating Clients referred by CSD to the System Improvement Plan (SIP) goals:

1. S2 – Recurrence of Maltreatment - Children who had an additional substantiated allegation of maltreatment within 12 months of the participant's program exit date.
2. P1 – Permanency within 12 months - Children who exited their foster care placement to permanency within 12 months of the participant's program exit date.
3. P4 – Reentry - Children who exited placement to guardianship or reunification within 12 months of their removal from the home, but reentered foster care within 12 months of the participant's program exit date.

However, the SIP goals may change in the future.

B.2 REPORTING

- A. The Contractor must submit monthly reports to the DPSS-Data Analysis Team (DPSS-DAT) no later than the 20th calendar day of the month following the month in which services were delivered. These monthly report data will be uploaded to a designated folder on the DPSS Children and Family Evaluation's (DPSS-CAFÉ) SharePoint site. (Training on SharePoint will be provided by DPSS-DAT if needed.)
- 1) Dependent's Name
 - 2) Date of Birth
 - 3) CWS/CMS Case Number
 - 4) Sex
 - 5) Ethnicity
 - 6) Date of Admission
 - 7) Discharge Date
 - 8) Caregiver's Name
 - 9) Caregiver's Full Address
 - 10) Start Date with Caregiver
 - 11) End Date with Caregiver
- B. If the CONTRACTOR is a CSEC Provider, it shall submit daily reports by 5 p.m. Pacific Standard Time (PST) to Regional Manager, Placement Services and monthly reports on CSEC youth to pdreports@rivco.org by the 20th of the month following services. The monthly report data will also be entered into SurveyMonkey and/or uploaded to a designated folder on the DPSS Children and Family Evaluation's (DPSS-CAFÉ) SharePoint site. (Training on SurveyMonkey and/or SharePoint will be provided by DPSS-CAFÉ if needed.) The monthly summary report shall include the following:
- 1) Number of CSEC 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
 - 7) Number of children enrolled in school
- C. If CONTRACTOR is an FFA, GH/STRTP, and/or CSEC, it 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. Quarterly Progress Report
 Quarterly Progress Reports are due to the dependent's case carrying Social Service Practitioner (SSP) no later than fifteen (15) days following the end of each three-month period (Quarter) in which the dependent was placed with the CONTRACTOR. If the dependent leaves placement with the CONTRACTOR prior to a three (3) month period, the CONTRACTOR shall submit a Quarterly Progress Report for the portion of the three-month period the dependent was in the CONTRACTOR's care and supervision.

The CONTRACTOR shall use the most current version of the Riverside County Provider Needs and Services Plan/Quarterly Progress Report attached hereto as **Exhibit A**. Any subsequent amendments to the Riverside County Provider Needs and Services Plan/Quarterly Progress Report issued by DPSS shall be utilized for reporting purposes and shall automatically serve as **Exhibit A** to this Agreement.

2. Needs and Services Plan

The CONTRACTOR shall submit a Needs and Services Plan for dependents no later than thirty (30) days after initial placement and every six (6) months thereafter; using the Riverside County Provider Needs and Services Plan/Quarterly Report attached hereto as **Exhibit A**. Any subsequent amendments to the Riverside County Provider Needs and Services Plan/Quarterly Progress Report issued by DPSS shall be utilized for reporting purposes and shall automatically serve as **Exhibit A** to this Agreement.

A recent photo of the dependent and any significant changes to the Needs and Services Plan shall be included with the quarterly report. A copy of the updated report shall be furnished to the dependent's Social Service Practitioner (SSP).

3. 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/NMD 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. 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.
4. 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.
5. Foster Family Home Certification and De-Certification
The CONTRACTOR shall complete and submit the following forms that are used to certify and/or de-certify foster homes to receive and provide care for children placed by the CONTRACTOR:
- a. Foster Family Agency Certified Home: Monthly Log of Newly Certified/De-certified Home” (State Form LIC 9185). In addition to the required submission to CCL, the State Form LIC 9185 shall be completed and submitted to DPSS on the 15th of every month via email to Homeclearance@rivco.org. This form is used to notify the department of new certifications and de-certifications made by the CONTRACTOR, as well as to notify the department that no changes to certifications have been made during the month. The CONTRACTOR must check the appropriate box to indicate whether the home is being newly certified, de-certified, or there were no newly certified or de-certified homes for that month.

CONTRACTOR shall use the most current version of the Form LIC 9185 unless otherwise instructed by DPSS. The current version can be accessed from the CDSS website at www.cdss.ca.gov. Any subsequent amendments for the form issued by CCL or DPSS shall be used for the purposes of completing the Foster Family Home Certification and De-Certification.

- b. The Resource Family Approval Certificate (Form LIC-05A) shall be used each time a resource home is newly approved by the CONTRACTOR and must be submitted to DPSS within fifteen (15) days of the approval along with the Resource Family Application via email to Homeclearance@rivco.org. The current version can be accessed from the CDSS website at www.cdss.ca.gov. Any subsequent amendments for the form issued by CCL or DPSS shall be used.
 - c. The Resource Family Application (LIC-01A) shall be used by the CONTRACTOR to assess all resource homes being considered for approval by the CONTRACTOR and must be submitted to DPSS within fifteen (15) days of the approval along with the Form LIC-05A via email to Homeclearance@rivco.org. The current version can be accessed from the CDSS website at www.cdss.ca.gov. Any subsequent amendments for the form issued by CCL or DPSS shall be used.
6. 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
10281 Kidd Street
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**

Knotts Family Agency, 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.

May 30, 2023

Date

Gwendolyn Knotts

Director's Signature

1505 West Highland Ave., Suite 17
San Bernardino, CA 92411

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						
Unoccupied Days						
Total Occupied Days						

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).

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:

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:

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:

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:

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

Date of TILP Completion: _____

Comments:

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:

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

Comments:

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

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

<p>Please indicate the specific goal and the plan & method to achieve the goal, including services to be provided and person(s) responsible.</p>				
--	--	--	--	--

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	
Comments:	

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

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

Yes No

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#:	
SSA/SW Name:		SSA/SW Phone:		Service Component:	
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"/> Strong Parent(s) Name: <ul style="list-style-type: none"> ▪ demonstrates parental role 	As Evidenced by Consistently 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"/> Strong, Continued	As Evidenced by Consistently
Parent(s) Name: <ul style="list-style-type: none"> ▪ demonstrates knowledge of child's development 	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"> ▪ 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:
<ul style="list-style-type: none"> ▪ 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:
<ul style="list-style-type: none"> ▪ 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:
<input type="checkbox"/> Adequate	As Evidenced by Occasionally
Parent(s) Name: <ul style="list-style-type: none"> ▪ 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:

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

Adequate, Continued	As Evidenced by Occasionally
Parent(s) Name: ▪ demonstrates knowledge of child’s development	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:
▪ 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:

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

<input type="checkbox"/> Limited	As Evidenced by Rarely
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:

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

<input type="checkbox"/> Destructive	As Evidenced by Never
Parent(s) Name: <ul style="list-style-type: none"> ▪ 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:
<ul style="list-style-type: none"> ▪ demonstrates knowledge of child’s development 	<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"> ▪ 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:
<ul style="list-style-type: none"> ▪ 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:
<ul style="list-style-type: none"> ▪ 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:

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

Child(ren)’s demeanor at the beginning 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 end 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 if age 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.

PLEASE FILL OUT OR ATTACH A BUSINESS CARD: 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/Da/PTd <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) _____			

REQUIRED SIGNATURE:	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: _____
Address: _____
City/State/Zip Code: _____
Telephone: _____

Child: [redacted]
Case #: [redacted]
DOB: [redacted]
SW's Name: [redacted]

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:

REQUIRED SIGNATURE:	X	
	Signature of Dental Provider	Date