

30. Approve Request for Appropriation Modification No. 180 - \$84,000 increasing estimated revenue and expenditure appropriations in the Social Services Agency budget, relating to Wendy's Wonderful Kids Grant. (4/5 Vote) (LA-1) (ID# 24-4958)

County Of Santa Clara
Request For Appropriation Modification
Fiscal Year = 2024

F - 85 # **180**

Line	Fund	Budget Unit	Cost Center	CI	Description	Job Code	Funded Program	CMB Revenues	CMB Expenditures
1	0001	0501	5079	4813650	Foundation Grants			84,000.00	
2	0001	0501	5079	5861000	Grant Project				88,000.00
3	0001	0501	5499	5255500	Contract Services				(4,000.00)
0001					Transfer (From) To Fund Balance:			0.00	
					Grand Total:			84,000.00	84,000.00

Form ID# Included:

40084,

Approved: 04/16/2024



Dave Thomas
Foundation
for Adoption®

Forever Families for Children in Foster Care

Grant Agreement

THIS AGREEMENT is effective as of the 1st day of January, 2024, by and between the Dave Thomas Foundation for Adoption (“DTFA”) and the County of Santa Clara Social Services Agency (“Grantee”).

WITNESSETH:

WHEREAS, DTFA is an Ohio nonprofit corporation formed to engage in charitable activities relating to adoption education and awareness; and

WHEREAS, Grantee has applied for a grant from DTFA to be used to implement the Wendy’s Wonderful Kids® (“WWK”) child-focused recruitment model (“the Project”); and

WHEREAS, based on the representations made by Grantee and its acceptance of and agreement to the terms and conditions contained in this Agreement, DTFA is willing to make a grant to Grantee;

NOW, THEREFORE, in consideration of the promises and agreements set forth in this Agreement, DTFA and Grantee hereby agree as follows:

1. Grant purpose and funding. DTFA shall grant to Grantee eighty-four thousand dollars (\$84,000) (the “Grant”) to be used exclusively to implement the WWK child-focused recruitment model to serve any child in foster care who does not have an identified legally permanent resource through reunification, adoption, or guardianship. The Grant is subject to and conditioned upon Grantee’s strict compliance with the terms and conditions contained in this Agreement. The Grant period shall commence on January 1, 2024 (the “Effective Date”) and shall terminate December 31, 2024 unless terminated sooner pursuant to this Agreement (the “Termination Date”).

2. Finalization goals. Grantee shall use reasonable efforts to achieve a goal of five (5) matches and two (2) finalizations (including reunification, adoption, and guardianship) during the Grant period.

3. Number of recruiters. Grantee shall hire one (1) recruiter(s).

4. Child-focused recruitment. Grantee agrees that it will follow the child-focused recruitment model as a condition of this funding and requires each recruiter to provide the services listed below.

(a) **Conduct initial referral services.** Establish contact with the child’s caseworker to introduce the role of WWK, gather initial referral information, establish a date to begin case file review and schedule an initial meeting with each child.

(b) **Establish relationship with the child.** Have, at minimum, monthly meetings with each child in person to develop openness and trust. If in-person meetings are impracticable due to the child’s circumstances, recruiters shall consult with their WWK supervisor and DTFA Adoption Program Manager on alternate means to facilitate monthly communication with the child.

(c) **Review case record.** Conduct in-depth case record reviews of existing files to identify:

(i) Date and reason the child entered the system;

(ii) Child’s most recent profile and assessment;

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- (iii) Chronological placement history;
- (iv) Significant services provided to the child, currently or in the past;
- (v) Identification of needed services;
- (vi) All significant people in the child's life, past and present, including caseworkers, foster parents, attorneys, court-appointed special advocate (CASA) volunteers, teachers, therapists, relatives, mentors, faith-based representatives, extracurricular activity leaders, etc.; and
- (vii) Next upcoming court date.

(d) **Conduct diligent search.** Implement the process of identifying and contacting persons with whom the child already has, or had, a bond or relationship with, including birth, kin, and adoptive relatives, with the knowledge and approval of the child's caseworker. Recruiters diligently search for potential adoptive families to include aggressive follow-up with identified contacts.

(e) **Assess adoption readiness.** Develop an initial written assessment of each child's readiness for adoption, and provide updated assessments quarterly to assess the child's strengths, challenges, desires, preparedness for adoption, and any needs that should be addressed before moving forward with adoption. If there are stated needs, Grantee will ensure the recruiter works with the child's caseworker to meet the child's needs. This assessment shall occur on an ongoing basis until finalization occurs.

(f) **Prepare child and family for adoption.** Provide adoption preparation to understand and address any barriers to adoption, including the child's willingness to be adopted and educate the child about adoption. During the matching process, Grantee will ensure that the WWK recruiter assesses whether the family is adequately prepared to meet the needs of the child.

(g) **Build child's network.** Build a network with persons close to and knowledgeable about the child to identify people who can help work toward adoption and to develop a support system. These people may include relatives, foster parents, caseworkers, CASA volunteers, teachers, mentors, faith-based representatives, extracurricular activity leaders, best friend's family, etc. Maintain regular and on-going contact with the child's network to help facilitate recruitment activities.

(h) **Develop recruitment plan.** Develop a comprehensive recruitment plan or enhance the existing recruitment plan. The plan shall be based on file review, interviews with significant adults, and the input of the child. The plan will be customized and defined by each child's needs. The plan will be reviewed at minimum monthly and updated quarterly.

(i) **Document efforts.** Maintain case files to document child-focused recruitment efforts.

5. Caseload size. Grantee shall ensure that the WWK recruiter(s) maintain active caseloads of twelve to fifteen (12-15) children.

6. Recruiter inclusion. Recruiters shall participate as an active member of the child's team, as they are permitted, by attending meetings focused around the children on their caseload, including but not limited to team meetings, court hearings, family team conferences, match meetings, permanency roundtables, best interest staffings, permanency review hearings, and disclosure meetings.

7. Access to children and case records. Grantee shall ensure that the custodial agency understands the child-focused recruitment model and provides the recruiter with access to children and each child's case records, including electronic case records, and provide DTFA with documentation of such access. Grantee

shall inform DTFA of any changes in the status of access to children or case records within five (5) days of any such change.

8. Outcome improvement plan. In the event that either Grantee or the individual recruiter does not meet the finalization goals set forth above and/or does not implement the child-focused recruitment model with fidelity, DTFA may develop an outcome improvement plan (“OIP”) in collaboration with Grantee to address these issues. An OIP is intended to provide an opportunity for DTFA to deliver additional technical assistance and supports to Grantee in its implementation of the child-focused recruitment model. Grantee agrees and acknowledges that Grantee is solely responsible for all personnel decisions related to individual WWK recruiters and supervisors and that the existence of an OIP created by DTFA should not be used as the basis for Grantee’s personnel decisions regarding individual WWK recruiters and supervisors. However, Grantee may rely upon its own observations of employee performance to make personnel decisions, some of which may also be documented in an OIP.

9. Service continuity. When a WWK recruiter is absent from their position due to a planned leave or position vacancy, Grantee shall consult with their DTFA Adoption Program Manager to ensure children are served during extended absences.

10. Training. Grantee shall ensure that recruiters, recruiter supervisors, and other Grantee staff members that DTFA deems relevant to the proper functioning of this Agreement attend required trainings listed below. Further, Grantee shall encourage and permit the recruiter and/or the supervisor to attend other training opportunities that DTFA may, at its discretion, provide from time to time.

(a) **Required trainings.**

(i) Launch call. Participate in an initial launch call designed to orient Grantee to the grant requirements.

(ii) Classroom training. DTFA will provide an initial virtual pre-training session and an in-person classroom-based training. Any subsequent recruiter or supervisor shall attend the DTFA-provided initial virtual pre-training session and in-person classroom-based training. In-person classroom-based training will be reimbursed by DTFA up to a fixed amount dependent on Grantee’s location. Reimbursement is at the discretion of DTFA and can change at any time.

(iii) Supervisor training. In addition to the requirements listed above, supervisors shall attend a virtual supervisor training session.

(b) **Summit.** Grantee shall ensure that the recruiter attends, and permit and encourage the supervisor to attend, any Wendy’s Wonderful Kids Summits (“WWK Summits”).

(c) **Emergency.** If there is an emergency that prevents attendance at a required training, Grantee must notify Grantee’s DTFA Adoption Program Manager as soon as the emergency arises and make arrangements to attend subsequent trainings.

11. Supervision. Grantee shall appoint a supervisor to provide the duties listed below.

(a) Provide individual support and oversight for each WWK recruiter. Meetings with Grantee’s DTFA Adoption Program Manager shall not replace consistent individual supervision between WWK recruiters and supervisors.

(b) Review all recruiter data each month to confirm that the data is complete, accurate, and reflects fidelity to the model. The monthly data shall be reviewed and approved by the supervisor on or before the date listed in Exhibit 1 attached hereto and incorporated herein.

- (c) Ensure that individual child case files contain all required documentation.
 - (d) Ensure that WWK recruiter(s) maintain active caseload numbers as referenced in Section 5.
12. Required background checks. Grantee shall ensure that any and all Grantee staff who have contact with children and families served by WWK have all state and federally required background checks in conformance with applicable law.
13. Data. Grantee shall ensure that WWK recruiters enter demographic and performance data into the WWK Database monthly, to the extent permitted under California law in accordance with the modifications highlighted in Exhibit 6 attached hereto. If Grantee is not the custodial agency, Grantee shall ensure that the custodial agency of each child served permits the entry of such data. Grantee grants permission to DTFA to publicly share non-identifying, aggregate data regarding performance and the population of children served by the WWK program.
14. Use or storage of child and family information. If Grantee is not the custodial agency, Grantee shall ensure that the custodial agency of each child served approves Grantee's use of all systems, platforms, and software involving the use or storage of child and family information. Such systems, platforms, and software include, but are not limited to, family search technology tools (e.g., Connect Our Kids, LexisNexis, Seneca, social media), case management systems, Grantee email systems, etc.
15. Use of Grant funds.
- (a) **Allowable uses.** Grantee shall use the Grant strictly in accordance with this Agreement and solely for the purpose of child-focused recruitment as documented in the Grantee Budget attached as Exhibit 5 and incorporated herein. Any requests to modify the budget must be submitted two (2) months before the Termination Date.
 - (b) **Non-allowable uses.** Non-allowable expenditures include:
 - (i) General recruitment tactics (such as public displays of children, match events, awareness materials, etc.).
 - (ii) Disbursement of the Grant, in whole or in part, to any organization, entity, or division or branch of any of the foregoing, whether or not formed by, controlled by, or under common control with Grantee, except with the prior written approval of DTFA.
 - (iii) The influence of legislation or the outcome of any election, to disseminate propaganda in connection therewith, or for any purpose prohibited by law.
 - (iv) Any purpose that might jeopardize the eligibility of either DTFA or Grantee for exemption from federal and state taxation.
 - (c) **Incurred expenses.** Expenses charged against the Grant may not be incurred prior to the Effective Date or subsequent to the Termination Date and may be incurred only as necessary to carry out the purposes of the Deliverables of this Agreement.
 - (d) **Supporting documentation.** Grantee shall be responsible for the expenditure of funds and for maintaining adequate supporting records.
 - (e) **Return of property and funds.**

(i) Equipment or property purchased with the Grant shall be the property of Grantee, provided that such expenditure does not divert the Grant from the Deliverables of this Agreement. If the Grant is terminated, such equipment or property shall be deemed to belong to DTFA, at its option.

(ii) Any funds from the Grantee Budget that are unused as of the Termination Date of this contract must be returned to DTFA within thirty (30) days.

(f) **Recruiter vacancies.** WWK recruiter vacancies of more than one (1) quarter may result in withholding the next quarterly grant disbursement at DTFA's discretion. Grantee shall consult with DTFA prior to filling any vacant positions.

16. Produced material. In the event that the Project includes the development, distribution, and/or manufacture of print and/or audio-visual material or any other product (the "Product"), Grantee shall:

(a) Employ a development process that includes the consultation with focus groups, peer reviewers, or other advisory and consumer groups.

(b) Arrange to have a DTFA-approved acknowledgment affixed to the Product. DTFA shall provide the approved acknowledgment to Grantee. Grantee agrees that in the event that the Product shall be used, reproduced, or otherwise disseminated after the conclusion of the Grant period, Grantee shall continue to display the acknowledgment on the Product.

(c) Submit a prototype or mock-up of the Product for review by DTFA prior to its completion.

17. Copyrights. All copyright interests in materials produced as a result of the Grant shall be owned by Grantee, except that DTFA shall have a royalty-free, non-exclusive, irrevocable license to reproduce, publish, alter, or otherwise use and to authorize others to use any such materials in connection with DTFA activities.

18. Accounting and audit.

(a) Grantee consents to receiving all Grant payments via Automated Clearing House (ACH). Grantee agrees to complete the DTFA ACH Request Form and submit a new form as necessary.

(b) Grantee shall maintain a systematic record on a fund-accounting basis of the disbursement of funds and expenditures incurred under the terms of the Grant, and Grantee shall retain all supporting documents, including, without limitation, all bills, invoices, canceled checks, and receipts in Grantee's files for a period of not less than five (5) years.

(c) Grantee shall furnish to DTFA or its designated agent copies of such documents within five (5) business days of DTFA's request. DTFA or its designated agent, at DTFA's expense, may audit or have audited the records of Grantee insofar as they relate to the disposition of the Grant, and Grantee shall provide all necessary assistance in connection therewith. The right to audit conferred herein shall survive termination of this Agreement.

19. Operations.

(a) DTFA may, at its own expense, monitor, conduct, and evaluate the Project and Grantee's operations. This may include visits by representatives of DTFA to observe Grantee's Project procedures and operations and discussions with Grantee's personnel as DTFA deems necessary. Grantee shall fully cooperate with DTFA and its representatives and provide all necessary assistance to DTFA and its representatives in connection with such evaluation.

(b) Grantee shall provide DTFA with a copy of any agreement, memorandum of understanding, memorandum of agreement, or other documentation with a public or private agency that concerns services by the WWK recruiter.

20. Reports, photographs, and videotapes.

(a) Grantee shall furnish bi-annual narrative and financial reports to DTFA. The financial report shall be in the same format as the budget contained in and submitted as part of the Proposal. The schedule for the narrative and financial reports is attached hereto as Exhibit 1. Grantee shall submit data reporting as described by DTFA in Exhibit 1. The reports shall be in the format as is set forth in Exhibit 2 attached hereto and incorporated herein.

(b) Grantee shall attest that appropriate signed releases were obtained from each child's legal guardian prior to the photographing, filming, recording, and/or videotaping of any child identified as part of the Wendy's Wonderful Kids program. Photographs, film, recordings, and videotapes of the child may only be used by WWK recruiters as part of child-focused recruitment and should not be used for public displays, media, or presentations of any kind. Examples of use in child focused recruitment include life books, video memories, and photo sharing within the child's network.

(c) DTFA may, from time to time and at its own expense, visit the Project and attend Project activities. Grantee hereby consents to such visits by DTFA. Grantee further agrees that DTFA may photograph and/or videotape any of the Project activities. Grantee shall fully cooperate with DTFA and provide all necessary assistance to DTFA in connection with such visits.

21. Contact with Wendy's® system. Grantee shall not initiate contact with any representative of The Wendy's Company or franchisee ("Wendy's affiliate"). If a Wendy's affiliate contacts Grantee, Grantee shall contact DTFA prior to further engaging with the Wendy's affiliate.

22. Public reporting, use of trademarks.

(a) Grantee shall follow all guidelines and procedures for using the DTFA name or logo as outlined in the "Brand Guidelines for WWK Agencies" document consistent with Exhibit 4, attached hereto and incorporated herein. Upon termination of the Agreement, Grantee shall remove any language regarding this Grant, DTFA, WWK, or the child-focused recruitment model from its materials, including but not limited to Grantee's website.

(b) Grantee may present information on the WWK program at conferences, trainings, or other formal presentations with prior approval from DTFA. Grantee must provide DTFA notice at least three (3) weeks prior to submitting an abstract or proposal (if one is required) or prior to the presentation (if abstract or proposal are not required) and provide any and all materials for approval. Materials must abide by the "Brand Guidelines for WWK Agencies" document consistent with Exhibit 4.

(c) Grantee shall submit in draft form for DTFA's approval any media statements relating to the use of the Grant or WWK and full information relating to the proposed release of any such statements to the media prior to release. Grantee shall refer to DTFA in all of its published materials (including press releases) which refer to the project. In all public statements referring to DTFA, Grantee shall refer to DTFA as "the Dave Thomas Foundation for Adoption" and shall refer to DTFA as a "nonprofit public charity in the United States with the mission of dramatically increasing the number of adoptions of children waiting in North America's foster care systems."

(d) Grantee shall receive prior written approval from DTFA before conducting or authorizing research involving the WWK program or the child-focused recruitment model and before sharing any

research results with any external parties. DTFA shall have the right to participate in any such research, be notified upon completion of the research, and receive any research reports that are created.

(e) Grantee shall immediately inform DTFA of all known proposed positive media coverage opportunities involving any child or family that has been or is currently being served by WWK in advance. Advanced notice will allow DTFA to contribute content and/or propose opportunities to raise awareness, as applicable. For requirements concerning negative media coverage, please see the “Crisis Management Guidelines” attached as Exhibit 3 and incorporated herein.

(f) Grantee hereby authorizes DTFA to describe the Project, including the name of Grantee, and to reproduce photographs supplied by Grantee, in published reports or documents in any medium. Grantee shall send to DTFA copies of all papers, brochures, training materials, and other informational materials which it produces that are related to the Project.

(g) Grantee shall make no use whatsoever of the name “Wendy’s” or any trademarks or logos associated therewith without approval of DTFA. Notwithstanding the foregoing, Grantee may, after obtaining DTFA’s prior written approval as required pursuant to subparagraph (c) hereof, indicate that it has received funding from DTFA.

23. Grantee’s insurance and Grantee’s indemnification and hold harmless of DTFA.

(a) Grantee shall keep itself and the Project insured, in amounts and with coverage satisfactory to DTFA, against liability on account of injury or death to persons or damage to property and under all applicable worker’s compensation laws. Grantee shall furnish a certificate of each such policy to DTFA that contains the agreement by the insurer that no change shall be made to the policy, nor shall the policy be canceled, without the insurer first giving thirty (30) days’ prior written notice to DTFA.

(b) To the extent permitted by law, Grantee agrees to indemnify and hold harmless DTFA, its successors and assigns, from and against any and all liability, damage, loss, cost, or expense, including, without limitation, attorneys’ fees and costs, arising out of or in any way resulting from any activity undertaken in connection with the Project excepting only loss, injury or damage caused by the negligence or willful misconduct of DTFA.

24. Grantee tax status. Grantee represents that it is a tax exempt organization as defined in the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the “Code”), and is not a private foundation as defined in Sections 170 and 509 of the Code. Grantee shall give immediate notice to DTFA if Grantee ceases to be exempt from federal income taxation under the Internal Revenue Code or its status as not a private foundation under Section 509 is materially changed. Grantee shall apply funding from DTFA solely to exempt purposes specified in Section 170(c)(1) and Section 170(c)(2)(B) of the Code.

25. Termination of the Grant. DTFA may, at its option, terminate the Grant upon the occurrence of any of the following events:

(a) Grantee ceases to be exempt from federal income taxation under the Code or there is any material change in Grantee’s tax status;

(b) Grantee uses any part of the Grant for any purpose other than those exempt purposes permitted under the Code;

(c) In DTFA’s judgment, Grantee becomes unable to complete the Project or otherwise carry out the Deliverables of the Grant or Grantee ceases to be an appropriate means of accomplishing the Project or the Deliverables of the Grant;

(d) DTFA determines in its sole and absolute discretion that DTFA needs to terminate its relationship with Grantee;

(e) Without limiting the foregoing, Grantee uses the Grant Funds in a manner inconsistent with Section 15 of this Agreement;

(f) During a crisis, Grantee fails to follow the Crisis Management Guidelines attached hereto as Exhibit 3; or

(g) Grantee fails to comply with any provision of this Agreement.

Within five (5) days after the occurrence of one of the foregoing events, or within five (5) days after receipt of written notice from DTFA with respect to the events described in clause (c), Grantee shall repay to DTFA any portion of the Grant which Grantee had received, but had not disbursed, all portions of the Grant which, although disbursed, are within Grantee's control, and all portions of the Grant which, although disbursed, were disbursed by Grantee in a manner inconsistent with this Agreement.

26. Limitation, changes. DTFA shall have no obligation to provide other or additional support to Grantee for the Project or any other purpose. Any changes, additions, or deletions to the conditions of the Grant, including, without limitation, modifications to this Agreement shall be in writing and shall be effective only after receipt by Grantee of DTFA's prior written approval, which may be withheld by DTFA in its sole discretion.

27. Grantee agreements. In addition to the foregoing, Grantee shall comply with the following:

(a) Grantee shall inform DTFA of any changes of the Project's personnel within five (5) days of any such change.

(b) If Grantee's program involves an advisory committee, Grantee shall advise DTFA of the membership of such committee as soon as it is constituted and shall notify DTFA of all meetings in advance. DTFA may, at its option, attend all such meetings as an observer.

28. Subcontracting. Subcontracting of Grantee's services under this Agreement is subject to the approval of DTFA. Any subcontracts for Grantee's services under this Agreement shall be approved in writing by DTFA prior to execution. Subcontracting of Grantee's services is subject to Section 29 of this Agreement regarding Assignment.

29. Assignment. Grantee may not assign this Agreement, the Grant, or any rights or obligations contained in this Agreement.

30. Independent contractor. Grantee agrees that no agency, employment, joint venture, or partnership has been or will be created between DTFA and Grantee. Grantee further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with worker's compensation, unemployment compensation, and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Grantee agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, the Internal Revenue Code, state tax law, workers' compensation law, and unemployment insurance law.

31. No discrimination. Grantee represents and warrants that it does not, and will not during the Grant period, do the following:

(a) Discriminate in conduct;

(b) Exclude specific classes of people when providing services; or

(c) Discriminate in its hiring or employment practices by excluding people based on race, color, religion, religious beliefs, political affiliation, creed, HIV/AIDS status, ethnicity, sex, age, national origin, ancestry, disability, sexual orientation, gender, gender identity, gender expression, pregnancy, marital status, familial status, veteran/military status, predisposing genetic characteristics, domestic violence victim status, prior arrest, or any other characteristics protected by applicable law.

32. Limitation of liability, venue. To the extent allowed by law, Grantee agrees to hold DTFA harmless in any and all claims for personal injury, property damage, and/or infringement resulting from performance of services under this Agreement. Any court action for failure by DTFA to perform under this Agreement shall be filed in the state or federal courts in and for Franklin County, Ohio and shall be subject to the limitations set forth in this Section. In no event will DTFA be liable for any indirect or consequential damages, including loss of profits, even if DTFA knew or should have known of the possibility of such damages.

33. Governing law. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of Ohio (without regard to principles of conflicts of laws).

34. Notices. Any notices, requests, and other communications relating to this Agreement or the Grant made under this Agreement shall be made in writing and shall be sent by United States mail, except any notices sent pursuant to Section 25 of this Agreement shall be sent by certified or registered mail, return receipt requested, and with all postage prepaid, addressed as follows:

If to DTFA:

Dave Thomas Foundation for Adoption
4900 Tuttle Crossing Blvd.
Dublin, OH 43016

If to Grantee: to the address appearing below its signature on the last page of this Agreement.

35. Headings. The headings to the sections of this Agreement have been included for the convenience of reference and shall have no effect on any questions of interpretation or construction of this Agreement.

36. Savings clause. If any provision(s) of this Agreement is declared invalid or unenforceable, the other provisions shall remain in full force and effect and be construed in a fashion that gives meaning to all other provisions of this Agreement.

37. Entire agreement. The terms and conditions contained in this Agreement and its exhibits supersede and replace all prior oral or written agreements and understandings between the parties with respect to the subject matter of this Agreement and shall constitute the entire agreement between the parties with respect thereto. This Agreement shall not be modified or amended except by a writing duly executed by authorized representatives of Grantee and DTFA.

38. Authorization. The individual executing this Agreement on behalf of Grantee hereby represents that he/she is duly authorized to execute this Agreement on behalf of Grantee and that the responsible governing body of Grantee has authorized the acceptance of the Grant from DTFA on the terms and conditions contained in this Agreement.

39. Contract Execution. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "ELECTRONIC COPY OF A SIGNED

CONTRACT” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “ELECTRONICALLY SIGNED CONTRACT” means a contract that is executed by applying an electronic signature using technology approved by the COUNTY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

DAVE THOMAS FOUNDATION FOR ADOPTION

By: 

Date 11/28/23

Name: Rita L. Soronen
Title: President & CEO


COUNTY OF SANTA CLARA

By: 

Date 1/17/2024

Name: James R. Williams

Title: County Executive

By: 

Date 1/11/2024

Name: Daniel Little

Title: Director DFCS

APPROVED AS TO FORM AND LEGALITY:

By: 

Date 1/8/2024

Name: Laura Underwood

Title: Deputy County Counsel

Exhibit 1

Schedule of Narrative, Financial, and Statistical Reports

Bi-Annual Narrative and Financial Reports due to the Dave Thomas Foundation for Adoption via email to wwk@davethomasfoundation.org:

- July 15, 2024 (for January 2024 – June 2024)
- January 15, 2025 (for July 2024 – December 2024)

Recruiter Monthly Statistical Online Database Reports due:

- February 7, 2024
- March 7, 2024
- April 7, 2024
- May 7, 2024
- June 7, 2024
- July 7, 2024
- August 7, 2024
- September 7, 2024
- October 7, 2024
- November 7, 2024
- December 7, 2024
- January 7, 2025

Supervisor Monthly Statistical Online Database Review due:

- February 15, 2024
- March 15, 2024
- April 15, 2024
- May 15, 2024
- June 15, 2024
- July 15, 2024
- August 15, 2024
- September 15, 2024
- October 15, 2024
- November 15, 2024
- December 15, 2024
- January 15, 2025

Exhibit 2

Report Forms

Bi-Annual Narrative Outline

Mid-Year Narrative Report

Agency Name:
Site Name(s):
Date Submitted:
Reporting Period:

Directions:

- Please use only the WWK ID# when referencing a specific child; **DO NOT INCLUDE any identifying information** (names, initials, diagnoses, etc.). Once completed, submit the narrative and financial reports to wwk@davethomasfoundation.org.
- Please provide one report per agency
- This report is to be provided on a bi-annual basis until the last reporting period of your agreement.
- Scaling states should submit one report for each WWK team.

Agency Goals:

Match goal with outcomes for the 6-month reporting period

■

Adoption goal with outcomes (adoption/guardianship/reunification) for the 6-month reporting period

■

Child-focused recruitment example:

For non-scaling states, please share one example *per recruiter*. For scaling states, please share one story *per team*. Examples should provide specific details of child-focused recruitment efforts (diligent search and outreach to people in the child's network; adoption assessment; adoption preparation; engagement with the child's network). If the example is of a child who has achieved legal permanency in this reporting period (adoption, guardianship, or reunification), please include how the family was identified for the child.

*As a reminder, use only the WWK ID# when referencing a specific child. **Do not include any identifying information** (names, initials, diagnoses, etc.).

■

Barriers: Discuss any systemic barriers that the recruiter or team is currently experiencing that impedes their ability to implement the child-focused recruitment model with fidelity, meet their goals and/or complete the required monthly visitation with all youth in active status. Please include steps you have taken to address the barriers and indicate if DTFA can offer additional assistance or support. *Note: Supervisors should consistently monitor monthly visits reported in the WWK database using the Child Portfolio report.

■

Budget: Using your approved budget's Bi-Annual Report template, compare the approved line-item budget with actual mid-year expenditures. If applicable, please describe any significant variances in the budget line items. Please remember that unspent funds must be returned to the Foundation. Travel funds allocated for the WWK Summit must be returned if it is canceled, hosted virtually, or the recruiter or supervisor did not attend when held in person. Budget modification requests must be submitted two months prior to the end of the grant year.

Salary:

■

Benefits:

■

Offices supplies/equipment:

■

Travel:

■

Summit:

■

Recruitment Activities:

■

Once completed, submit the narrative and financial reports (Bi-Annual report tab of the approved budget completed with actual expenditures) to wwk@davethomasfoundation.org.

By signing below, or typing my name, I acknowledge that I have reviewed the narrative report before its submission.

Supervisor signature:

Name: _____

Date

Recruiter signature(s):

Name: _____

Date

Name: _____

Date

Year-End / End of Agreement Bi-Annual Report

Agency Name:

Site Name(s):

Date Submitted:

Reporting Period:

Directions:

- Once completed, submit the narrative and financial reports to: wwk@davethomasfoundation.org.
- Please provide one report per agency
- The report is to be provided one time, reflecting total costs for the full agreement period

Agency Goals:

Match goal with year-end outcomes

■

Adoption goal with year-end outcomes (adoption/guardianship/reunification)

■

Budget: Using your approved budget template's Bi-Annual Report tab, compare the approved line item budget with actual expenditures, for your year-end financial report. If applicable, please describe any significant variances in the following line items. Please note that unspent funds must be returned to the Foundation. Travel funds allocated for the WWK Summit must be returned if it is canceled, hosted virtually, or the recruiter or supervisor did not attend when held in person. Your agency will be invoiced as applicable.

Salary:

■

Benefits:

■

Offices supplies/equipment:

■

Travel:

■

Summit:

■

Recruitment Activities:

■

Once completed, submit both the narrative and final budget reports to wwk@davethomasfoundation.org.

By signing below, or typing my name, I acknowledge that I have reviewed the narrative report before its submission.

Supervisor signature:

davethomasfoundation.org

Name: _____

Date

Recruiter signature(s):

Name: _____

Date

Name: _____

Date

Revised March 2022

Exhibit 3

Crisis Management Guidelines

What is a crisis?

A crisis is an issue or activity that could potentially damage the reputation of your agency, the Foundation, the Wendy's Wonderful Kids program, or the Wendy's brand. Examples of crises may include, but are not limited to:

- Allegations of abuse or mismanagement leveled against the agency likely to generate media coverage;
- Injury, abuse or death of a Wendy's Wonderful Kids child under the agency's caseload;
- Dismissal of a Wendy's Wonderful Kids recruiter, whether fired or let go for any reason;
- Allegations of abuse or mismanagement leveled against the Wendy's Wonderful Kids recruiter; or
- Allegations of abuse committed by a family recruited by the agency through the Wendy's Wonderful Kids program.

What should your agency do?

- Contact the Foundation as soon as you are aware of any issues or incidents that may damage the reputation of your agency, the Foundation, Wendy's Wonderful Kids program, or the Wendy's brand.
- Work with the Foundation to determine the seriousness of the issue and formulate a media strategy and response, if necessary.
- Respond to media inquiries regarding all issues involving Wendy's Wonderful Kids recruiters and child-related issues AFTER you have consulted with the Foundation. It is always in your agency's best interest to be proactive, honest and to sincerely express your concern for the welfare of all children in your care.
- Contact the Foundation at any time about a crisis or a potential crisis and refer associated media inquiries to:

Rita Soronen, President & CEO
Dave Thomas Foundation for Adoption
(614) 764-8482 (office)
(614) 595-1564 (cell)
Rita.Soronen@davethomasfoundation.org

Exhibit 3A

Crisis Management Guidelines

Memorandum of Understanding

The undersigned does hereby acknowledge that they have read and understand the Crisis Management Guidelines and agree to contact the Dave Thomas Foundation for Adoption immediately in the event of any incidents that could potentially negatively impact this agency, the Dave Thomas Foundation for Adoption, the Wendy's Wonderful Kids program, or the Wendy's brand.

Executive Director/President & CEO:  5363F6550BF8495...

Grantee/Organization: County of Santa Clara, Social Services Agency

Date: 1/11/2024

Exhibit 4

Brand Guidelines Acknowledgment

DTFA understands the importance of sharing the work of the Wendy's Wonderful Kids program with community members and professionals. When sharing information about the WWK program, it is essential that the DTFA logo and brand are represented consistently and with DTFA's prior knowledge. Grantees must submit drafts of all publicity and promotional materials to DTFA for approval before they are printed or distributed in accordance with DTFA's "Brand Guidelines for WWK Agencies" document. By signing below, Grantee acknowledges and agrees with the following:

- Grantee has received the "Brand Guidelines for WWK Agencies" document.
- Grantee understands the contents of this document.
- Grantee will follow, and instruct Grantee's staff to follow, the "Brand Guidelines for WWK Agencies" document.
- Upon termination of the Agreement, Grantee will remove any language regarding this Grant, DTFA, WWK, or the child-focused recruitment model from its materials, including but not limited to Grantee's website.

Executive Director/President & CEO: DocuSigned by:
Daniel Little
5363F6550BF8495...

Agency/Organization: County of Santa Clara, Social Services Agency

Date: 1/11/2024

Exhibit 5

Grantee Budget

Agency Name	County of Santa Clara
Grant Period	January 1, 2024 - December 31, 2024
Number of Recruiters	1

Description	Budget	
	\$ Amount	%
GRANT AMOUNT	\$ 84,000.00	
<i>Direct Costs</i>		
Salary of the Recruiter(s)	\$ 50,375.00	60.0%
Portion of Supervisor salary attributed to WWK	\$ -	0.0%
Recruiter Benefits	52.9% \$ 26,625.00	31.7%
Total Personnel Costs	\$ 77,000.00	91.7%
Offices Supplies/Equipment	\$ -	0.0%
Travel Expenses	\$ -	0.0%
Child-Focused Recruitment	\$ -	0.0%
Total Direct Costs	\$ 77,000.00	91.7%
<i>Indirect Costs</i>		
Administrative Costs	\$ 7,000.00	8.3%
Office Infrastructure	\$ -	0.0%
Other Indirect Costs	\$ -	0.0%
Total Indirect Costs	\$ 7,000.00	8.3%
Total Budget	\$ 84,000.00	100.0%
Grant Amount - Budget Total (must equal zero)	\$ -	

- Retiree medical insurance and Medicare tax employer share
- Health insurance
- Worker's compensation
- Unemployment insurance and FICA-employer share
- PERS pension and deferred compensation

Dave Thomas Foundation for Adoption
Wendy's Wonderful Kids
Budget Template

Agency Name County of Santa Clara

Number of Recruiters 1

Budget Item: Offices Supplies/Equipment

Specific Item	Total Budgeted Amount	Only budget for those items that are necessary to implement child-focused recruitment (Allocation methods are required)
Computer/Laptop	\$ -	
Office Supplies	\$ -	
Telephone/Cell Phone Expense	\$ -	
Internet Service	\$ -	
Printing	\$ -	
	\$ -	
	\$ -	
	\$ -	
TOTAL OFFICE SUPPLIES/EQUIP.	\$ -	

MAX Phone Expense: 1,200.00

Replacement computers will not be approved within three years of the last purchase. The date of last purchase is REQUIRED.
The total of telephone and cell phone expenses combined should not exceed \$100 per month per recruiter.
Printing expenses are limited to child-focused recruitment efforts which may include printing for lifebooks or other adoption preparation activities.

Dave Thomas Foundation for Adoption
Wendy's Wonderful Kids
Budget Template

Agency Name

County of Santa Clara

Number of Recruiters

1

Budget Item:

Travel Expenses

Specific Item	Total Budgeted Amount	Only budget for those items that are necessary to implement child-focused recruitment. Allocation methods are required.
Reimbursable Miles	-	
Standard Rate per mile	\$ -	
Mileage Reimbursement	-	
WWK Summit		
Flights for Supervisor and Recruiter	\$ -	
Hotel	\$ -	
Meals	\$ -	
Transportation to/from Hotel	\$ -	
Other Summit Expenses	\$ -	
Additional travel expenses		
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
TOTAL TRAVEL	\$ -	

*MAX Summit Travel Amount \$ 2,500.00 -
Enter the standard reimbursement rate for your organization in cell C15. This amount shall not exceed the IRS standard rate.
Summit Travel: Hotel costs should be budgeted at **\$210 per night**. Travel funds allocated for Summit must be returned if the Summit is canceled, hosted virtually or the recruiter or supervisor did not attend when held in-person.
If your agency has additional work-related travel expenses, please provide details and the allocation method used to determine each expense.

Relationship building expenses must be described with the allocation method used to determine costs. Monthly in-person visits with each active youth are required. Relationship building / strengthening expenses between the youth and their potential adoptive resource.

Relationship building between the recruiter(s) and the custodial organization: Light refreshments may be provided when educating custodial agencies on CFR for support and to

Dave Thomas Foundation for Adoption
Wendy's Wonderful Kids
Budget Template

Agency Name County of Santa Clara

Number of Recruiters 1

Budget Item: Indirect Expenses

Specific Item	Total Budgeted Amount	Allocation methods are required
Administrative Costs	\$ 7,000.00	Administrative cost will include grant accounting, budget administration, personnel and contracting services.
Office Infrastructure	\$ -	
Other Indirect Costs *attach supporting documents		
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Total Other Indirect	\$ -	
TOTAL INDIRECT EXPENSES	\$ 7,000.00	NOT TO EXCEED 10% OF GRANT AMOUNT

\$ 8,400.00

Please report indirect / overhead administrative costs and office infrastructure with the allocation method used for each. If your agency has an approved federal indirect cost rate, please provide that documentation.

Indirect Costs that cannot be included as overhead costs can be summarized with the allocation method used. Provide supporting documentation if applicable.

Dave Thomas Foundation for Adoption
Wendy's Wonderful Kids
Budget Template

Agency Name County of Santa Clara
Number of Recruiters 1

Explanation of Agency Absorbed Expenses

Line Item	Budgeted Amount	Please add any costs that your agency may absorb related to the grant per line item. This information helps us determine the actual cost of the program at your agency.
Direct Costs		
Salary of the Recruiter	\$ 71,908.00	Total salary cost is \$186,487. SSA/DFCS' contribution is \$71,908 - 60% total cost of salary.
Portion of Supervisor salary attributed to WWK	\$ -	
Recruiter Benefits	\$ 39,579.00	Total benefit cost is \$66,204. SSA/DFCS' contribution is \$39,579 -60% total cost of benefits.
Total Personnel Costs	\$ 111,487.00	
Offices Supplies/Equipment	\$ -	
Travel Expenses	\$ -	
Recruitment Activities	\$ -	
Total Direct Costs	\$ 111,487.00	
Indirect Costs	\$ -	
Total Direct and Indirect Costs **	\$ 111,487.00	

**For DTFA information only. This information does not link to the budget.

Exhibit 6

Data Collected

WWK Database Questions by Section- Child File		
Section	Question Able to be Blocked	Question Description
Child	Yes	Child's First Initial
Child	Yes	Date the child was added to the database
Child	Yes	Child's Middle Initial – Question Blocked
Child	Yes	Child's Last Initial
Child	Yes	Child's state child welfare agency number – Question Blocked
Child	Yes	Date child added to WWK caseload
Child	Yes	Date you first met child in person
Child	Yes	Date initial case record review completed
Child	Yes	Date initial written assessment of adoption readiness completed
Child	Yes	Date initial recruitment plan completed
Child	Yes	Source of referral
Child	Yes	Was this your agency?
Child	Yes	If you work in a county-administered child welfare system, which county has custody of this child?
Child	Yes	Year of birth only
Child	Yes	Gender
Child	Yes	Sexual Orientation
Child	Yes	Race (white, Black, Asian, Native American, Hawaiian/Pacific Islander, Other (please describe)
Child	Yes	Hispanic
Child	Yes	How many times has the child been removed from home, including the current removal - but prior to WWK?
Child	Yes	When did the most recent removal take place? -- Year only
Child	Yes	When did the first removal take place? – Year only
Child	Yes	Have parental rights been terminated?
Child	Yes	Date of Termination of Parental Rights – Year only
Child	Yes	Reason for most recent removal (for the current episode) - answer all applicable reasons
Child	Yes	Number of placements between the most recent removal and the time the child entered the WWK program.

Child	Yes	Placement at the time the child entered the WWK program
Child	Yes	Is the child placed in a foster family directly by a public agency, or through a private agency?
Child	Yes	What was the monthly or daily payment that the public child welfare agency provided the placement on behalf of this child at the time the child entered the WWK program?
Child	Yes	Was the child eligible for title IV-E foster care at the time the child entered the WWK program?
Child	Yes	Health, behavioral or mental health conditions – Question Blocked
Child	Yes	Has the child had a failed adoption that occurred pre-finalization prior to coming on the Wendy's Wonderful Kids caseload?
Child	Yes	Has the child had a failed adoption that occurred post-finalization prior to coming on the Wendy's Wonderful Kids caseload?
Child	Yes	Have there been past efforts to recruit for this child?
Child	Yes	How would you characterize past efforts to recruit for this child? (minimal - general/targeted, minimal - child specific, extensive - general/targeted, extensive - child specific, don't know)
Child	Yes	Does the child have any siblings?
Child	Yes	Number of siblings in the Wendy's Wonderful Kids Program at the time the child entered the WWK program
Child	Yes	Sibling Details (first name, last initial, WWK ID) – Initials and WWK ID only
Child	Yes	Number of siblings not in WWK
Child	Yes	How many of these (siblings) live with the child currently?
Child	Yes	Is the youth currently a parent or an expectant parent?

WWK Database Questions by Section- Family File		
Section	Able to be Blocked	Question Description
Family	Yes	How many adopting parents are there (1, 2)?
Family	Yes	Parent 1: First initial only
Family	Yes	Parent 1: Last initial only
Family	Yes	Parent 1: Gender
Family	Yes	Parent 1: Date of Birth – Year only
Family	Yes	Parent 1: Race
Family	Yes	Parent 1: Ethnicity
Family	Yes	Parent 1: Current Employment Status
Family	Yes	Parent 1: Educational level

Family	Yes	Parent 2: First initial only
Family	Yes	Parent 2: Last initial only
Family	Yes	Parent 2: Gender
Family	Yes	Parent 2: Date of Birth – Year only
Family	Yes	Parent 2: Race
Family	Yes	Parent 2: Ethnicity
Family	Yes	Parent 2: Current Employment Status
Family	Yes	Parent 2: Educational level - highest degree completed
Family	Yes	Which components of CFR model most influenced recruitment of this family for this child?
Family	Yes	Date family was recruited
Family	Yes	Number of biological children
Family	Yes	Number of adopted children
Family	Yes	Has the parent(s) ever been a foster parent?
Family	Yes	Household income
Family	Yes	Marital/Partnership status
Family	Yes	Housing status
Family	Yes	Is the family willing to be contacted by DTFA?
Family	Yes	Home or Cell Phone – Question Blocked
Family	Yes	Email Address – Question Blocked
Family	Yes	Home Address – Question Blocked
WWK Database Questions by Section- Monthly Child Update		
Section	Able to be Blocked	Question Description
Monthly Child Update	No	Child's current permanency goal (adoption, guardianship, PPLA, Emancipation or IL, concurrent plan that includes adoption, reunification, other)
Monthly Child Update	No	This child's previous permanency goal was? Has this goal changed?

Monthly Child Update	No	How many times did you meet with the child in person <i>this month</i> ?
Monthly Child Update	No	Why were you unable to meet with the child this month?
Monthly Child Update	Yes	Date recruiter first met child in person
Monthly Child Update	No	Number of phone or email communications you had with the child that month
Monthly Child Update	No	Did you work on a case record review for this child <i>this month</i> (Y/N)
Monthly Child Update	No	if yes, how many hours spent?
Monthly Child Update	No	if yes, did you use a standard tool?
Monthly Child Update	No	if yes, did you complete the initial case record review?
Monthly Child Update	Yes	If yes, date initial case record review completed
Monthly Child Update	No	How many potential adoptive resources (PAR) did you identify <i>this month</i> ?
Monthly Child Update	No	How many of these PARs are relatives of the child?
Monthly Child Update	No	How many of these PARs are NOT relatives to the child, but knew the child previously through the child's school, neighborhood, church or some other source?
Monthly Child Update	No	How many potential adoptive resources (PAR) did you locate <i>this month</i> ?
Monthly Child Update	No	How many of these PARs are relatives of the child?
Monthly Child Update	No	How many of these PARs are NOT relatives to the child, but knew the child previously through the child's school, neighborhood, church or some other source?
Monthly Child Update	No	How many potential adoptive resources (PAR) did you contact <i>this month</i> ?
Monthly Child Update	No	How many of these PARs are relatives of the child?
Monthly Child Update	No	How many of these PARs are NOT relatives to the child, but knew the child previously through the child's school, neighborhood, church or some other source?
Monthly Child Update	No	How many potential adoptive resources (PAR) did you contact <i>for the first time</i> ?

Monthly Child Update	No	How many of these initial contacts are relatives of the child?
Monthly Child Update	No	How many of these initial contacts are NOT relatives to the child, but knew the child previously through the child's school, neighborhood, church or some other source?
Monthly Child Update	No	In month/year you reported a new match for this child? Is this match still on?
Monthly Child Update	No	If no, what are the reasons the match disrupted?
Monthly Child Update	No	During <i>this month</i> was a new match made (Y/N)?
Monthly Child Update	No	If yes, is the child related to the family?
Monthly Child Update	No	If not related, did the child know the family?
Monthly Child Update	No	What is the family ID number?
Monthly Child Update	No	What is the child's relationship to the match family?
Monthly Child Update	No	Did you start the initial written assessment of adoption readiness?
Monthly Child Update	No	If yes, did you also complete the initial readiness assessment?
Monthly Child Update	No	If yes, did you use a standard instrument?
Monthly Child Update	Yes	If yes, date initial written assessment of adoption readiness completed
Monthly Child Update	No	Did you update a written assessment of adoption readiness for this child <i>this month</i> ?
Monthly Child Update	No	Did the child participate in any adoption preparation activities this month?
Monthly Child Update	No	If yes, did you directly conduct/facilitate any adoption preparation activities with or for this child this month?
Monthly Child Update	No	If yes, did another individual or entity directly conduct/facilitate any adoption preparation activities with or for this child this month?

Monthly Child Update	No	describe the child's feelings toward adoption at the end of this month
Monthly Child Update	No	Did you work on preparing a family to meet the needs of the child this month?
Monthly Child Update	No	How often did you meet or communicate with the child's public agency caseworker this month?
Monthly Child Update	No	How often did you meet or communicate with other adults in the child's network this month?
Monthly Child Update	No	Did you begin developing an initial comprehensive recruitment plan for this child this month?
Monthly Child Update	No	If yes, did you complete the recruitment plan?
Monthly Child Update	Yes	If yes, date you completed the initial recruitment plan
Monthly Child Update	No	Did you enhance/update the existing recruitment plan?
Monthly Child Update	No	Did you make a recommendation or a referral to any services this month for the child?
Monthly Child Update	No	If yes, what types of services did you recommend or make a referral for?
Monthly Child Update	No	Did the child receive any services this month?
Monthly Child Update	No	What types of services did the child receive this month?
Monthly Child Update	No	At the end of this month, the child's placement
Monthly Child Update	Yes	On what date did the child first begin living on an ongoing basis with the family with whom the child has been matched for adoption or guardianship?
Monthly Child Update	Yes	You indicated that the child has been adopted or placed in a guardianship. What is the date that the child's adoption or guardianship was legally finalized by the court?
Monthly Child Update	No	You indicated the child's placement was Family Foster (non-relative) at the end of this month, Is this the same Family Foster (non-relative)?
Monthly Child Update	No	How did this family become interested in adopting this child?
Monthly Child Update	No	Which particular components of CFR model most influenced this adoption?
Monthly Child Update	No	Please tell us more about how your efforts helped lead to this adoption?

Monthly Child Update	No	Please tell us about the child. Do they have special needs or challenges? What was their time like in foster care (length of time, number of placements, separation from siblings, etc.) How does the child feel about the family and adoption? We would love a direct quote from the child if possible. – <i>WWK recruiter(s) can enter response to question, but DTFA shall train WWK recruiter(s) not to enter personally identifiable information (PII) into the field and DTFA will audit this field to remove PII if entered in error</i>
Monthly Child Update	Yes	You indicated that this family is willing to be contacted by DTFA in the future. Is the following contact info still accurate? If not, please update here. (email, phone number) – Question Blocked
Monthly Child Update	Yes	Will the family receive a subsidy on behalf of this child?
Monthly Child Update	Yes	If yes, what is the monthly subsidy amount?
Monthly Child Update	Yes	Is the child eligible for title IV-E assistance?
Monthly Child Update	No	Was the child in any other placements in addition to (placement indicated in Q21) during the current month?
Monthly Child Update	No	If yes, child was in the following placements this month?
Monthly Child Update	No	How would you characterize the status of this child on your caseload at the end of this month/year? (active, monitoring, inactive)
Monthly Child Update	No	Was the child adopted with a biological sibling?
Monthly Child Update	No	Was the child in a pre-adoptive placement that disrupted in this month?



24-4958

DATE: April 16, 2024

TO: Board of Supervisors

FROM: Daniel Little, Director, Social Services Agency

SUBJECT: Dave Thomas Foundation for Adoption - Wendy's Wonderful Kids Grant

RECOMMENDED ACTION

Approve Request for Appropriation Modification No. 180 - \$84,000 increasing estimated revenue and expenditure appropriations in the Social Services Agency budget, relating to Wendy's Wonderful Kids Grant. (4/5 Vote) (LA-1)

FISCAL IMPLICATIONS

There is no negative impact to the County General Fund resulting from the approval of the Recommended Action. The Social Services Agency (SSA) was notified of the Dave Thomas Foundation Grant fund in the amount of \$84,000 for the period of January 1, 2024, to December 31, 2024. SSA is requesting to increase the revenue and expenditure appropriation for the Grant Agreement.

CONTRACT HISTORY

On January 17, 2024, the County Executive approved the Grant Agreement for \$84,000 for the period of January 1, 2024, through December 31, 2024.

REASONS FOR RECOMMENDATION AND BACKGROUND

Upon approval from the Board of Supervisors (Board), Department of Family and Children's Services (DFCS) will continue to use these funds to provide ongoing support for one Social Worker III or Social Worker II position within the DFCS Family and Permanency Bureau. The position will continue to support children who are legally freed for adoption, as well as those in Permanent Planned Living Arrangements.

The mission of SSA is to provide resources and opportunities in a culturally responsive manner to enhance the quality of life in our community by protecting, educating, and empowering individuals and families. The Dave Thomas Foundation Grant Agreement provides financial resources to the DFCS for a Social Worker to provide enhanced targeted foster care, adoption, and recruitment to increase permanency for children and youth who are in foster care.

Pursuant to the Board Policy 5.6.5.1(B)(3), the County Executive has the authority to execute

Approved: 04/16/2024

grant agreements following review and approval by County Counsel as to form and legality, provided that the grant agreement has a value of \$250,000 or less.

The goal of the Dave Thomas Foundation for Adoption - Wendy's Wonderful Kids Grant is to support and strengthen efforts to address the safety, permanency, and well-being of children and youth in foster care by implementing the following efforts:

1. Enhanced foster care recruitment; and
2. Targeted recruitment to overcome the scarcity of adoptive family homes for older youth.

This will be done through education of prospective families to ameliorate fears of losing financial benefits available to youth in foster care.

The Dave Thomas Foundation for Adoption, citing multiple research sources, found that despite national policy advancements for children in the child welfare system, the number of older youth aging out of foster care continues to rise, leaving more youth without families of their own. Permanency provides children and youth with a supportive and loving family, and such investments represent a cost savings to taxpayers, in that each dollar spent on the adoption of a child yields three dollars in benefits to society.

From 2014 through 2023, DFCS utilized the funding to offset the cost of one Social Worker III position within the DFCS Family and Permanency Bureau. The Social Worker III was responsible for developing and implementing recruitment plans for children needing adoptive parents. The position expired on December 31, 2023.

CHILD IMPACT

The recommended action will have a positive impact on the Safe and Stable Families indicator by improving permanency outcomes for children and youth freed for adoption and/or residing in long-term foster care.

SENIOR IMPACT

The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

CONSEQUENCES OF NEGATIVE ACTION

The use of funds from the Dave Thomas Foundation for Adoption - 2024 Wendy's Wonderful Kids Grant to provide continued support for one Social Worker III or Social Worker II position within the DFCS Family and Permanency Bureau will not be approved as a consequence of negative action.

STEPS FOLLOWING APPROVAL

The Clerk of the Board of Supervisors will notify Daniel Crick, Jorge Montes, Alana Rainville, Chad Keele and Thao Hoang from the SSA upon completion.

ATTACHMENTS:

- F85 No 180

- CY24 Dave Thomas Foundation – WWK Agreement