

**AMENDMENT I TO MEMORANDUM OF UNDERSTANDING
BETWEEN
FRESNO COUNTY DEPARTMENT OF SOCIAL SERVICES
AND
RTI INTERNATIONAL**

This Amendment I to Memorandum of Understanding ("MOU") is entered into by and between the County of Fresno ("Fresno County") and RTI International ("RTI"). Fresno County and RTI each may be referred to herein as "Party" and collectively as "Parties."

WHEREAS, the Administration for Children and Families of the U.S. Department of Health and Human Services ("ACF") is sponsoring the National Survey of Child and Adolescent Well-Being (NSCAW III), a longitudinal study of children and families who come into contact with the child welfare system to better understand the well-being, needs and services received by these children and families; and

WHEREAS, ACF contracted with RTI to conduct the NSCAW III study; and

WHEREAS, the California Department of Social Services (CDSS) entered into a Memorandum of Understanding, effective October 16, 2017 through May 31, 2022, whereby CDSS agreed to provide RTI certain case-level information from Fresno County cases; and

WHEREAS, Fresno County and RTI entered into an MOU effective December 5, 2017 through May 31, 2022, also known as County Agreement No. 17-630, whereby Fresno County agreed to provide specified assistance and information to RTI for use by RTI in NSCAW III; and

WHEREAS, due to the COVID-19 pandemic and subsequent restrictions, RTI was unable to complete the data compilation prior to May 31, 2022 and, therefore, Fresno County and RTI wish to amend the MOU to extend the period of time for which Fresno County will provide assistance to RTI to complete its data compilation, as set forth in this Amendment I.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties hereto agree as follows:

I. "Section III. Scope of Work" set forth in the MOU is deleted in its entirety and replaced with the following:

"III. SCOPE OF WORK

Fresno County will provide limited assistance and information to the NSCAW Field Representative focused on sampled children. The assistance and information to be provided by Fresno County is set forth in Revised Appendix B, Summary of Services, attached hereto and incorporated herein by this reference. RTI agrees to comply with the provisions of Revised Appendix B."

II. "Section V. Term" set forth in the MOU is deleted in its entirety and replaced with the following:

"V. TERM

This MOU shall be effective upon signature of both Fresno County and RTI. The MOU shall expire on December 31, 2023, unless terminated pursuant to Paragraph VII, B. below."

III. Appendix B, Summary of Services, shall be deleted in its entirety and replaced with Revised Appendix B, Summary of Services, which is attached hereto and incorporated herein by this reference.

IV. ELECTRONIC SIGNATURE: The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

V. Fresno County and RTI agree that this Amendment I is sufficient to amend County Agreement No. 17-630 and, that upon execution of this Amendment I, County Agreement No. 17-630 and this Amendment I, shall together be considered the Agreement.

VI. County Agreement No. 17-630, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions, and promises contained in County Agreement No. 17-630 not amended herein shall remain in full force and effect. This Amendment I shall become effective June 1, 2022.

By signing below, the individual certifies that it is acting as the representative of the entity named below and possesses the authority to enter into this Amendment I to MOU on behalf of that entity.

COUNTY OF FRESNO



Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno

RTI INTERNATIONAL



Digitally signed by
Daniel C. Wright
Date: 2022.04.13
15:14:46 -04'00'

Daniel Wright, Senior Manager, Procurement

ATTEST:

Bernice E. Seidel

Clerk of the Board of Supervisors County of Fresno, State of California



Deputy

Summary of Services

The National Survey of Child and Adolescent Well-Being (NSCAW) is a longitudinal study of children and families who come in contact with the child welfare system. Fresno County's participation in this study is voluntary and began on December 5, 2017. Due to the COVID-19 pandemic, RTI was unable to complete its study and therefore is needing an extension of time to complete the remaining activities needed.

Sponsored by the Administration for Children and Families of the U.S. Department of Health and Human Services, the study examines the characteristics and needs of children and families as they enter the system, their experiences while they are in the system and after they leave it, and their situations and outcomes throughout the study period.

Remaining activities of the study will include follow-up interviews with children and families to occur through December 31, 2023. Over 80 counties have been selected across the U.S. to obtain a nationally representative sample of children and families. Approximately 55 children and families will be interviewed from each county for the study.

The provisions below describe the remaining activities that need to be conducted for RTI to conclude its study.

Fresno County's DSS Responsibilities

- Assist the NSCAW Field Representative to locate the sampled child by providing the last known contact information or information about changes to the child's living situation and current caregiver.
- Providing or arranging for consent for the participation of sampled children who are in the custody of the State/DSS.

RTI Project Team Responsibilities

The project team will be responsible for carrying out the day-to-day activities for the project and will make DSS' participation as easy as possible.

The RTI project team will:

1. Be a resource to DSS, responding to questions or concerns raised by DSS staff, and ensure that DSS' concerns are communicated and addressed.
2. Maintain the privacy of all personally identifiable information (PII) provided by DSS to the extent permitted by law. Data will be transmitted and stored in such a way that only members of the project team who are authorized and have need will have access to any identifying information.
3. Disseminate NSCAW reports or research briefs detailing study findings and any other relevant project updates. Data analyses and reports will not include any identifying information on children or families.

The NSCAW Field Representatives will:

1. Conduct follow-up interviews with children and families. Follow-up interviews originally planned as in-person interviews have been converted to telephone and web surveys given the uncertainty of the pandemic and to reduce burden. Based on previous NSCAWs, the research team expects approximately one-third of families will have received services in the past 12 months. Field representatives may contact DSS staff periodically to verify whether families have received services in the past 12 months.
2. Protect the privacy of information provided by DSS and by NSCAW participants. Prior to conducting an interview, Field Representatives will review with each participant a consent statement that includes assurances that the research team will protect the privacy of respondents to the extent possible by law, that respondents' participation is voluntary, and that they may withdraw their consent at any time without any negative consequences.

Note: There is one exception: if a Field Representative or the project team thinks that a child's life or health is in danger, they will inform the appropriate county or state agency.