

National Adult Protective Services Training Center

APS Recruitment & Retention Educational Tool





About the National Adult Protective Services Training Center

The National APS Training Center (NATC) serves as a source of quality education for Adult Protective Services (APS) professionals throughout the United States. APS professionals encounter a vast array of situations in their daily work that require them to be well trained to respond to older adults and adults with disabilities who may have experienced abuse, neglect, or exploitation.

Using the recommended training structure of the voluntary consensus guidelines for APS training, the NATC provides free access to training for APS professionals on topics related to providing protective services during the pandemic; investigating cases of abuse, neglect and exploitation; reducing risk for people who have experienced abuse, neglect and exploitation; supervising and leading the modern APS workforce; and responding to people with culturally responsive, strengths-based and person-centered approaches.

The NATC utilizes subject-matter experts to design and deliver quality and accessible courses for APS front-line professionals, supervisors and leaders in all states and territories. The courses delivered through the NATC help the field elevate their practice no matter where that APS investigator is serving older adults or people with disabilities. To learn more, visit https://natc.acl.gov/home

Acknowledgements

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Introduction

Background - The NATC Evaluation Project, a partnership between the NATC and Purdue University, conducted a series of evaluation activities centered around APS recruitment, retention, and training. In September 2023, the APS Recruitment and Retention Advisory Board was formed to advise and provide expertise. The thirty-five advisory board members represented academia/research, administrative, training, and Tribal/Indigenous perspectives. Members committed to meet monthly via Zoom from October 2023 – August 2024 to support the development of the first national APS retention survey and this APS Recruitment and Retention Educational Tool

<u>How to Use This Tool</u> - This thorough tool is organized for quick reference and/or deeper exploration. The following sections can be used together or seperately. Hyperlinks throughout the document and within sections help integrate information.

<u>Focus Areas</u> - Recruitment, Retention, Training, Working with Tribal APS and Elder Protection Programs

<u>APS Promising Practices</u> -Eleven APS Promising Practice articles and links to corresponding resources developed from the field for the field.

<u>Resources and Tools</u> - Compilation of useful resources and tools related to education/training, recruitment, retention, and more.

Annotated Bibliography - Adult Protective Services and Thorough review of the literature for comparable human services, social work, and nursing professionals focusing recruitment retention, on systems, and resiliency characteristics/burnout, and training.

<u>Appendices</u> - APS Promising Practice resources (e.g. sample contracts, MOUs, checklists, etc.)



Introduction to the Focus Areas

To date, there is a lack of recruitment and retention research specific to the APS field. The **Literature Review Snapshots**, under each focus area, offer:

- Key points, themes, and findings from the Annotated Bibliography.
- A thorough review of the literature for Adult Protective Services and comparable human services, social work, and nursing professionals focusing on systems, recruitment and retention, resiliency characteristics/burnout, and training.

Under each focus area, there are APS Promising Practices with links to longer articles offering insights and field-tested strategies straight from APS programs and partners. All APS Promising Practice interviews/articles were completed in 2024.

Focus on Recruitment

Literature Review Snapshot

Strategies for Recruitment:

- Post positions to job boards, agency websites, social media, offer employee referral incentives, etc.
- To build/maintain a diverse workforce reflective of the community members served, share job postings through networks of organizations serving those specific communities.
- College and university partnerships including job fairs, intern/practicum programs, in-class guest speaking, etc.
- Hold mass-job interviews throughout the year to maintain a steady pool of qualified applicants.
- Restructure positions to accommodate remote staff, especially if the pool of locally qualified applicants is limited.
- Recruit from the inside including referrals by existing/past employees, rehiring former employees/retirees, utilizing internal transfer opportunities, etc. Research indicates that internal referrals are more likely to stay longer and perform better than outside recruits.
- Conduct annual review of hiring processes to assess inclusive hiring practices and identify strengths and/or inequalities.

Caseload and Workload Management. (2022). Issue Briefs, Issue. C. W. I. Gateway.

Lee, L., Tran, S., Braun, M. T., LaSota, R., & Fuller, T. L. (2020). *Child Welfare Workforce Task Force: Literature Review, Employer Survey, and Recommendations*.

Barriers to Recruitment:

- Salary and/or career advancement opportunities
- Experience or credentials of applicants
- Cost of living (e.g. housing costs)
- Location/area served

Chuang E, Carnochan S, Yang E, Davis EM, & Dill J. (2021). *California Adult Social Services Workforce Report*.

"Many respondents suggest that greater investment in pipeline programs and loan repayment programs may go the farthest to address the gaps in rural recruitment and retention of behavioral health workers." (Baum & King, 2020).

Rural Areas:

Common strategies include loan repayment, scholarships, pipeline/pathway programs, visa waiver programs, online job databases.

Innovative approaches to consider:

- Public/private partnerships funding additional loan repayment programs and scholarships, informing educational institutions of workforce training needs, cosponsoring conferences, and funding pipeline programs.
- Tiered certification moving providers into the field earlier in their training, with supervision, or requirements for service following clinical supervision.
- Inventive pipeline programs including specialty training such as mental health first aid or peer support training and reach from middle school through college.
- Additional loan repayment funding beyond National Health Service Corps (NHSC) programs - including state-only funding or partnered funding between states and foundations or states and health systems/facilities.
- Using job sharing and flexible work schedules to improve work/life balance.

Baum, N. & King, J. (2020). The Behavioral Health Workforce in Rural America: Developing a National Recruitment Strategy. Ann Arbor: Center for Health Research Transformation, University of Michigan.

Stipend Programs: The Mental Health Services Act (MHSA) Stipend Program served 2,373 MSW students at 22 accredited MSW programs in California between academic years 2005-06 and 2018-19. Of the 2,373 MHSA stipend program participants:

- 99.2% successfully completed the MSW degree and all MHSA training requirements.
- 93.8% completed required service as MSW employees in county and contract agencies within in all five of California's behavioral health service regions and in 54 of 59 public behavioral health systems after graduation.

In follow-up data of the 1,086 MHSA graduates representing all participating MSW programs and 13 of 14 training cohorts:

• 91.6% continued their employment in California's public behavioral health system beyond their completion of the MHSA service obligation.

- On average, these MHSA graduates earned their MSWs 6.6 years prior to being surveyed and were employed in California's public behavioral health system for 4.1 years after completing required MHSA service.
- Up to 13 years post MSW graduation, 55.6% were still employed in California's public behavioral health system when surveyed
- 75.0% reported that MHSA Stipend Program participation provided extremely strong motivation for them to pursue employment in the public behavioral health system.
- 63.8% believed that MHSA training was very or extremely helpful for securing employment in the public behavioral health system.

Davis, E.M. & Chen, X. (2022). The Mental Health Services Act Stipend Program for MSW Students: A Retrospective Study of Program Outcomes and Impact. California Social Work Education Center, School of Social Welfare, UC Berkeley.

Staff Selection:

"...establishing fit between practitioner and agency values and identifying resilience as an important trait for staff during the hiring process (possibly over certain academic credentials, for example) can all contribute to staff experiencing greater compassion satisfaction." (Wachter et al. 2020).

Application, screening for minimum qualifications and goodness of fit, a structured interview, and reference and background checks. Additional considerations:

- Clarity on agency/program purpose and values and their alignment with applicants. Screen for cultural fit.
- Use of realistic job previews (case scenarios, videos, etc.) to present demands and rewards of work.
- Use of interview questions that highlight key components of APS role and responsibilities to provide clarity on position. Assess prior experience serving others and perception of those experiences.
- Opportunities to speak with current staff to discuss the rewarding and challenging parts of the work.

Caseload and Workload Management. (2022). Issue Briefs, Issue. C. W. I. Gateway.

Crane, J. and Havercamp, S. (2020). Who thrives as a direct support professional? Personal motivation and resilience in direct support. *Research in Developmental Disabilities*, 106, 103764.

Wachter, K., Schrag, R. V., & Wood, L. (2020). Coping Behaviors Mediate Associations between Occupational Factors and Compassion Satisfaction among the Intimate Partner Violence and Sexual Assault Workforce. *Journal of family violence*, 35(2), 143–154.

Explore these APS Promising Practices

Internships/Practicums/University and Program Partnerships

- ❖ New Mexico APS Student Practicum Program (with sample learning contract)
- California APS MSW Stipend Program (with university/program MOU examples)
- Kansas APS Student Service Supervisors

Finding/Hiring the Right Candidate

- Rebuilding the Muckleshoot APS System
- ❖ Arizona APS Comprehensive Workforce Assessment Candidate Assessment
- APS Recruitment Videos (see Resources and Tools)

Focus on Retention

<u>Literature Review Snapshot</u>

Strategies for Retention:

"Strive for a positive organizational culture and climate where staff feel valued, competent, and supported by both their supervisors and agency leadership can reduce caseworker turnover. Have higher job satisfaction and organizational commitment, less turnover, better service quality, and more positive outcomes for children." (Glisson & Green, 2011; Glisson, Green, & Williams, 2012).

- Train, coach, and support supervisors they play a critical role in overall program quality and staff retention (see more below *Focus on Training*).
- Train, coach, and support new and existing staff (see more below *Focus on Training*).
- Reduce salary disparities within agency
- Develop career advancement opportunities (e.g. career ladders, promotions/incentives, etc.)
- Conduct regular supervision meetings.
- Provide access to administrative support (laptops, case management systems, cell phones, etc.) and minimize paperwork.
- Offer professional development and advanced educational opportunities.

- Develop employee recognition and reward programs.
- Offer flexible schedules.
- Support peer-to-peer communication opportunities (e.g. team meetings, brown bags, etc.).
- Provide clear and accessible policies and procedures including staff safety, critical incidents, etc.
- Use exit and stay interviews to help managers understand why employees stay and what might cause them to leave.
- Reallocate positions if a county/region needs more support.
- Support bilingual staff. If possible, assign bilingual staff with bilingual supervisors and/or train English-speaking supervisors to anticipate and address challenges of bilingual staff. Translate materials for clients
- Try teaming to reduce individual workloads and strengthen decision-making and service delivery.
- Have a system of fair and equitable case assignments.

Caseload and Workload Management. (2022). Issue Briefs, Issue. C. W. I. Gateway.

Hutchison, S.L., Herschell, A.D., Clauss, K., Hovorka, K., Wasilchak, D.S., & Hurford, M.O. (2021). Payer–Provider Partnership to Identify Successful Retention Strategies for the Behavioral Health Workforce. *Progress in Community Health Partnerships: Research, Education, and Action* 15(2), 151-160.

Barriers to Retention:

- Stress/emotional exhaustion
- Job satisfaction
- Unmanageable Workload (caseloads, time expectations, etc.)
- Burnout
- Salary
- Leadership/agency culture
- No/low training

Burns, D. et al (2023). What else is there to say? Reflections of newly hired child welfare workers by retention status. *Children and Youth Services Review*, 144.

Lee, L., Tran, S., Braun, M. T., LaSota, R., & Fuller, T. L. (2020). *Child Welfare Workforce Task Force: Literature Review, Employer Survey, and Recommendations*.

Burnout/Compassion Fatigue

Risk Factors:

- Workload, excessive work volume
- Lack time to perform duties well
- Inability to meet job expectations
- Feeling underappreciated
- Low support system
- Resource limitations
- Low training
- Bullying
- Exposure to traumatic experiences/morbidity/mortality

Sullivan, V, Hughes, V, & Rose Wilson, D. (2022). Nursing Burnout and Its Impact on Health. *Nursing Clinics of North America*, *57*(1), 153-169.

Mitigating Factors:

- Educate everyone on the factors and warning signs of compassion fatigue; and train on self-care strategies.
- Assess for burnout regularly.
- Establish effective supervision practices.
- Build worktime for key coping behaviors.
- Address workload imbalances.
- Offer flexible work schedules.
- Clear delineation of roles, responsibilities, and expectations.
- Build community incorporate team social events and informal supports.

Importance of Resilience and Coping

"Resilience is a key factor in positive outcomes associated with social service work. It relates to personal and professional growth, and involves self-care, inner strength, values, motivation, self-advocacy, and energy." (Fink-Samnick 2009).

"Positive coping behaviors relate to positive occupational outcomes. Related to resilience, coping refers to people's ongoing efforts to meet external and internal stressors perceived as challenging or exceeding their resources (Lazarus 2013). Research suggests positive coping behaviors promote personal wellness, mitigate occupational stress, and increase compassion satisfaction." (Cummings et al. 2018; Ray et al. 2013; Stamm 2005).

Voth Schrag, R. J., Wood, L. G., Wachter, K., & Kulkarni, S. (2022). Compassion Fatigue Among the Intimate Partner Violence and Sexual Assault Workforce: Enhancing Organizational Practice. Violence Against Women, 28(1), 277-297.

Wachter, K., Schrag, R. V., & Wood, L. (2020). Coping Behaviors Mediate Associations between Occupational Factors and Compassion Satisfaction among the Intimate Partner Violence and Sexual Assault Workforce. *Journal of family violence*, 35(2), 143–154.

Paris, M., Hoge, M.A. Burnout in the Mental Health Workforce: A Review. *J Behav Health Serv Res* 37, 519–528 (2010).

Explore these APS Promising Practices

Leadership/Culture Change/Supporting Supervisors

- Georgia's Redesigned Training Program
- Supporting Supervisors and Building Leadership in Kansas

Support/Advancement

- ❖ New Mexico APS Focus on Wage Parity and Career Advancement
- ❖ Arizona APS Comprehensive Workforce Development

Specialization/Specialized Units

- Texas APS Specialized Exploitation Units
- ❖ Arizona APS Case Review Units (with sample Case Closure Review Tool)

Focus on Training

Literature Review Snapshot

Strategies to Onboard and Support New Staff

Radey and Stanley (2018) found newly hired workers want "hands on" supervision (e.g., micromanagement, checklists) to help them learn the administrative side of the position (Burns, D. et al (2023).

- Offer agency-specific procedural training with supervisor support and learning aids.
- Provide exposure to field experiences during training (e.g. shadowing, simulation training, practicum/internships, etc.).
- Utilize competency-based, job-related training.
- Integrate transfer of learning activities, checklists, and coaching into supervision meetings.
- Use "caseload protection" or assign fewer cases to transition from training to field, gradually building caseload.
- Supportive work environment including peer, team support and coaching.

Strategies to Train and Support Supervisors

"One of the most important strategic steps HSAs leaders can take is strengthening the quality and capacity of supervisors. Suggestions include - define role and expectations and train supervisors to meet expectations; use leadership feedback tools such as 360 reviews; train supervisors to use data in staff supervision; provide supervisors reference tools, resources, toolkits, activities to use during staff supervision and to support on the job training; provide supervision to supervisors; provide coaching to supervisors." (Hughes, Karissa. (2019).

- Train, coach, and support new and existing supervisors they play a critical role in overall program quality and staff retention.
- Support supervisors to create a learning culture that promotes psychological safety, trust, relationship building, employee engagement, and reflective space to learn from mistakes.
- Train supervisors on promising practices, team building, trauma-informed practices, coaching, and self-care.
- Promote peer support and collaboration (e.g. Supervisor Learning Circles).

Strategies to Train and Support All Staff

- Provide training on staff safety, trauma/trauma-informed practice, burnout/compassion fatigue, and self-care/well-being.
- Offer and support ongoing training and professional development opportunities (e.g. conferences, professional associations, etc.).
- Provide simulation training opportunities to refresh, grow skills.
- Support advanced educational opportunities.
- Offer training/coaching opportunities with new staff, peers to leverage expertise.
- Cultivate an organizational culture of learning.

Barriers to Completing Training

- Heavy workload
- Time to complete training
- Training opportunities/subjects offered
- Costs associated with training

Burns, D. et al (2023). What else is there to say? Reflections of newly-hired child welfare workers by retention status. *Children and Youth Services Review*, 144.

Caseload and Workload Management. (2022). Issue Briefs, Issue. C. W. I. Gateway.

Lee, L., Tran, S., Braun, M. T., LaSota, R., & Fuller, T. L. (2020). *Child Welfare Workforce Task Force: Literature Review, Employer Survey, and Recommendations*.

Hughes, Karissa. (2019). SACHS Research Summary: Eight Ways to Equip Supervisors to Create Learning Organizations in Human Services Agencies. Academy for Professional Excellence, San Diego State University.

Hutchison, S.L., Herschell, A.D., Clauss, K., Hovorka, K., Wasilchak, D.S., & Hurford, M.O. (2021). Payer–Provider Partnership to Identify Successful Retention Strategies for the Behavioral Health Workforce. *Progress in Community Health Partnerships: Research, Education, and Action* 15(2), 151-160.

Liu, P. J., Neumann, A., Radcliffe, K., & Chodos, A. (2021). Adult Protective Services Training: Insights from California Caseworkers. *J Gerontol Soc Work*, 64(3), 274-290.

Explore these APS Promising Practices

Competency-Based Onboarding

- ❖ Reimagining New Worker Training in Texas Training While Working (TWW)
- Illinois' Simulation Training Program

Supervisor Training/Coaching

- ❖ APS Workforce Innovations' (APSWI) Supervisor Coaching Pilot
- Georgia's Redesigned Training Program

Training Collaborations

- Training and Collaborating with Tribal Nations in Oklahoma (with APS Referral and Pre-Academy Training Workbook samples)
- Recruitment and Retention Challenges for Tribes (NAEJI Elder Justice Advocates)

Focus on Working with Tribal APS and Elder Protection Programs

Explore these APS Promising Practices

- Recruitment and Retention Challenges for Tribes (NAEJI Elder Justice Advocates)
- Rebuilding the Muckleshoot APS System
- Training and Collaborating with Tribal Nations in Oklahoma (with APS Referral and Pre-Academy Training Workbook samples)

Additional Resources

- Native American Elder Justice Initiative (NAEJI) Promotes locally tailored, culturally relevant activities to address the abuse, neglect, and exploitation of American Indian, Alaska Native, and Native Hawaiian (AI/AN/NH) elders and promote justice for the nation's Indigenous elders.
- Justice in Aging Issue Brief: <u>Justice for Tribal Elders: Issues Impacting American Indian and Alaska Native Older Adults</u> Introduces legal and aging advocates to information on health, economic, and other barriers for tribal elders; laws, government programs, and eligibility rules unique to tribal communities; and the necessary cultural competency to better serve tribal elders.

Promising Practices

Introduction to Promising Practices

The eleven Promising Practice articles below illustrate effective strategies employed by APS and associated programs. These articles showcase approaches, practices, and resources that APS programs can potentially implement. The process also provided an opportunity to identify intersections, challenges, and gaps.

Approximately fifteen program candidates were identified, with eleven chosen for interviews and articles. The selection methodology for the APS Promising Practice articles was based on:

- Alignment with recruitment and retention research, including the Casey Workforce Development Essential Components (2017).
- **Preliminary quantitative and/or qualitative data** demonstrating practice or initiative effectiveness and highlighting capacity building potential (e.g., leveraging additional funding).
- Participation in or affiliation with the NATC APS Recruitment & Retention Advisory Board.
- **Alignment with the NATC purview**, specifically APS Recruitment & Retention and the intersection of education and professional development.

Each article identifies promising practices, background, implementation, outcomes, next steps/words of wisdom, materials to share, and program contacts. When appropriate recruitment, retention, and training challenges are identified.

We extend our gratitude to the following APS programs: Muckleshoot, Oklahoma, Kansas, Arizona, Texas, New Mexico, Georgia, Illinois, Santa Clara County and the City/County of San Francisco (CA APS MSW Stipend Program Pilot). Additionally, we thank the Native American Elder Justice Initiative (NAEJI) Elder Justice Advocates Focus Group and APS Workforce Innovations (Supervisor Coaching Pilot).

The New Mexico APS Student Practicum Program

Background

New Mexico Adult Protective Services (APS) is a state administered program under the auspices of the New Mexico Aging and Long-Term Services Department (ALTSD). Many years ago, New Mexico APS partnered with local universities to provide APS practicum experience and training to bachelor's and master's students in social work programs and related fields. What has grown in the intervening years, the New Mexico APS Student Practicum Program, is a robust APS recruitment and retention tool, and a win-win-win for students, universities, and APS.

Focus

Jerry Fekete, Southeast Regional Manager, started with New Mexico APS six years ago, and shares his experiences participating in and building upon the existing practicum program, to enhance APS recruitment and retention efforts. APS initially reached out to universities in the Metro and NW regions of NM, alliances were made, and an APS practicum program was born. This program eventually rolled out state-wide. Along with the APS practicum program, New Mexico APS has successfully sought and implemented wage parity with CPS and reclassified positions, while advocating for more, which all lead to the longer-range development of a robust APS career ladder.

Key Points

- Recruitment APS attends an annual joint social work hiring and practicum fair to recruit for practicum experience as well as for APS hiring. Students selected for practicum undergo an interview by APS and a background check.
- Practicum Partnerships APS partners with several universities state-wide to provide practicum experience for academic credit to bachelor's and master's social work students and related fields. The New Mexico APS Student Practicum Program is jointly directed by the schools' Field Practicum Learning Contract, the APS Agency Instructors, and the student.
- Agency Instructors APS Agency Instructors are supervisory level and above and must meet qualifications to perform the role. These include an application process through the university program, holding a bachelor's or master's degree, one year

of APS supervisory experience, and attending a university practicum training. The Agency Instructor must be at the same degree level or higher than the assigned student is trying to obtain. They typically supervise 1-2 students at a time, providing formal weekly individual supervision for case discussion, performance feedback, university competency progression, evaluation, and support. Students who work with an APS Agency Instructor that does not hold a social work license, must engage in social work perspective sessions with their respective university as required by their learning contract.

- Learning Contract -Identifies the proficiencies that should be achieved by the student over the two semesters spent in the Practicum, and includes modules such as professional deportment, ethical principles, critical thinking, diversity, human rights and justice, research, human behavior, agency and social policy, technology, engaging with clients and community partners, and the bio/psycho/social client assessments and documentation of such. As the student learns and integrates these concepts into their field practices, stronger client alliances can be made, and care plans developed together. The Agency Instructor works with the student and university to ensure that both university and APS training goals are met. This is accomplished via weekly review meetings with the student, assigning practicum student pairings with dfferent investigative caseworkers, and achieving the competencies of their learning level [See Appendices First Year MSW Field Practicum Learning Contract Sample]
- Practicum Students Students learn APS fieldwork, documentation, parameters, investigations, assessments, use of databases, and case closures. All the student's APS field and documentation work is completed under direct supervision; the students may not see clients without an APS investigative case worker, supervisor or Agency Instructor accompanying them. They may not "own" a case but do work in the database assisting with client assessments and notes. The student will work one case from start to finish with the guidance of their Agency Instructor, in their second semester to give them an overall perspective of how a case is received, assigned, worked, and closed. Student learning is achieved as they observe and assist the various investigative caseworkers in their development of this milestone documentation.
- Investigative Caseworkers APS Agency Instructors are supervisory level and above and juggle multiple responsibilities. In turn, the investigative caseworkers do the bulk of joint field visits with the students during their first semester of practicum, and after their initial training. The students assist with phone calls, gathering collateral information, making appointments, and by locating resources and services for the clients.

Outcomes

- Former students/graduates have been able to successfully navigate through the New Mexico APS hiring system. When hired, they are more prepared than most other candidates to begin APS work. Two former practicum students are currently on staff, with another having recently left for CPS.
- Agency Instructors receive three Continuing Education Units (CEUs) after attending training and 12 CEUs after completion of one year of student practicum participation.
- Student practicum participants can count their practicum time as job experience when applying for APS positions upon degree completion. Entry level investigative APS caseworker hiring requirements include a bachelor's degree in social work, psychology, or criminal justice, and two years' experience.
- Investigative caseworkers enjoy making home visits with the students as "extra hands" to help, and for the partnership. Due to the "training assistance", the students learn by doing and the caseworkers have time freed up for the more acute situations with their clients.

Currently, the New Mexico APS Student Practicum Program does not have data-tracked outcomes. However, the interpretation of several other measures leads Jerry to feel that the program has been successful. This is demonstrated by both staff and student morale and by the quality of potential hires that have trained in the program.

As Jerry shared, "I can say from my own experience that they're a lot more prepared to hit the ground running because they've had experience with APS. They've completed those specific practicum competencies that are geared toward APS work. I would say they're absolutely more prepared to roll up their sleeves and start doing the work."

Lessons Learned

 Having practicum students was not sufficient on its own as a recruitment tool, secondary to lack of wage parity with CPS. As Jerry worked with the New Mexico APS Student Practicum Program he noted recruitment and retention were continuing to be affected by competition with the Child Protective Services program. As in many jurisdictions in the U.S., New Mexico CPS is a larger program, offering higher wages than APS, though the minimum qualifications for both positions were often the same. Both agencies were targeting the same candidate pool, creating a situation where prospective hires may even prefer APS to CPS work, but would go to CPS for the higher wages and greater advancement opportunities. Even some longer-tenured APS staff had moved over to CPS.

- Focusing on wage and career ladder parity with CPS shows positive signs. Using
 national and regional salary study data of CPS caseworker pay, Jerry showed that
 New Mexico APS caseworkers were paid significantly less than their CPS peers.
 This has led to APS gaining wage parity with CPS, via New Mexico State legislation.
 Jerry is also seeking a more level platform with CPS by beginning to create a career
 ladder within APS. Now that there is pay and developing career equity with CPS, he
 has observed increased interest from CPS workers in transferring to APS.
- Creating an APS career ladder and wage parity provides incentive for staff to stay
 with APS, i.e., addresses the retention of staff. As Jerry advocates for adding
 positions, more opportunity exists for a worker to become a supervisor, a
 supervisor to become a manager or a manager to become a regional manager.
 Currently, the program is focusing on developing senior positions, again, to
 address advancement concerns.
- New positions require various levels of approval and can be hard to obtain. New
 Mexico has maximized their chances of success by using existing resources,
 which keeps costs and benefits more stable. For example, an investigative
 caseworker position was reclassified to that of a senior investigative caseworker.
- The practicum program can only serve as many students as can be effectively taught by the Agency Instructors. Training and qualifying more Agency Instructors is vital to attracting additional students to the practicum programs.

Next Steps

- Continuing to build the APS career ladder by advocating for more senior positions as well as supervisory/managerial positions.
- Seeking practicum partnerships with additional universities and colleges.
- Actively recruiting more Agency Instructors, so that additional students can participate.

Resources

• First Year MSW Field Practicum Learning Contract-Sample (See Appendices)

Background

Promising Practice(s): New Mexico APS Student Practicum Program				
APS Program:	Program Administration:			
New Mexico APS Aging & Long-Term	State of New Mexico			
Services Department [ALTSD]				
Name and Title of Interviewee(s):	Contact Info:			
Jerry Fekete, Southeast Regional Manager	<u>Jerry.Fekete@altsd.nm.gov</u>			
Name of Interviewers:	Date of Interview: 19 February, 2024			
Rebecca & Jaime				
Author: Jaime Arlett	Reviewed by Rebecca Parks, Sara Stratton,			
	Krista Brown, Jerry Fekete			

California's MSW Stipend Program

Brief Description of Innovation/Practice

In the Fall of 2019, the California Adult Protective Services Master of Social Work (MSW) Stipend Program Pilot launched to demonstrate the impact of providing stipend support and specialized training to MSW students on their interest in, commitment to, and preparation for careers in Adult Protective Services (APS).

Administered by the California Social Work Education Center (CalSWEC) and jointly funded by the California Department of Social Services (CDSS) (through a grant from the Administration for Community Living), the Bay Area Social Services Consortium (BASSC), and the City and County of San Francisco Human Services Agency.

How the stipend pilot worked:

- 10 MSW students at University of California Berkeley School of Social Welfare and San Jose State University School of Social Work were awarded \$18,500 stipends for academic years 2019-2020 and 2020-21.
- Trainees were required to complete specialized coursework and applied research projects focused on Adults and Aging, as required for the specializations and/or certificates at their respective MSW programs.
- Trainees were required to complete first year field placements at public and private nonprofit agencies serving disabled and older adults, and second year field placements at local county-operated APS programs.
- Trainees committed to the post-graduation work requirement of completing two years of full-time service in public APS programs within the 12 Bay Area counties affiliated with BASSC after MSW graduation.

In 2023, using American Rescue Plan Act (ARPA) funding, CDSS and CalSWEC launched the current statewide APS MSW Training Program with the goal of increasing the number of MSWs working in county and Tribal APS units across the state by providing selected MSW students with specialized training and stipend support. Graduates are required to work in county and/or Tribal APS programs within the state of California. The current funding runs through the academic year 2026-27.

Source: https://calswec.berkeley.edu/programs-and-services/adults-and-aging-program/adult-protective-services-msw-stipend-program

Focus

The APS MSW Stipend Program Pilot was the first funded academic effort to address the workforce development needs of California's county-administered APS programs. It required multi-level, multi-agency stakeholder involvement and cooperation. For additional background on the process of development and county participation in the pilot, two APS/Adult Services leaders were interviewed.

- Jill Nielsen, LCSW, Deputy Director of Programs, Department of Disability and Aging Services, San Francisco Human Services Agency.
- Valerie Smith, LCSW, Social Services Program Manager III, Adult Protective Services, Department of Aging and Adult Services, Santa Clara County Social Services Agency.

Pilot Development

BASSC is an agency and university partnership that promotes social services research, training, and policy development. It includes California Bay Area County Social Service/Human Service agencies and the California State Universities (East Bay, Monterey Bay, San Francisco, and San Jose), University of California Berkeley, and CalSWEC.

Around 2017, the BASSC directors formed an adult services subcommittee. The subcommittee worked with CDSS, which had acquired an APS State Enhancement Grant from Administration for Community Living (ACL).

The BASSC directors agreed to match the money that the CDSS ACL grant was providing for the launch of the APS MSW Stipend program pilot. The adult services subcommittee already had a relationship with UC Berkeley (the administrative home of CalSWEC) and approached the then CalSWEC director to formalize an agreement to move forward to have them administer and evaluate the pilot program.

The stipend pilot goals included:

- Bringing MSW students, and all the benefits that an APS program can get from hosting interns to counties that were under resourced. This turned out to be more of a challenge than anticipated for several reasons.
- Addressing the historical lack of emphasis and focus on preparing the workforce for social services careers in aging and adult services.

Pilot Implementation

After funding was secured, the BASSC adult services subcommittee worked with CDSS to get the contracting process for CalSWEC started. San Jose State University and UC Berkeley were selected as the stipend schools as they had graduate programs that had enough aging curriculum to support the students in the aging program.

Internship placement was left up to the 10 MSW stipend students. Many students attended San Jose State University and lived in that area so five were placed with Santa Clara County APS. The remaining five attended UC Berkeley and chose San Francisco and San Mateo counties. Stipend monies went directly to the students.

An additional implementation step was that the participating counties had to identify field instructors. There's no requirement that staff become field instructors, so we ask for volunteers. For example, Santa Clara County worked with the labor unions to ensure staff understood this additional role was voluntary and they continued to keep up with their own caseloads.

Challenges

On the state level, the CDSS contracting process is very long and shortened the time that the money could be spent on the MSW pilot program including cutting short the time CalSWEC had to recruit the 10 MSW students.

On the county level, a challenge that Santa Clara County encountered was around not being able to compensate monetarily for field instructor voluntary duties. They used two types of non-monetized incentives to attract existing social work staff to volunteer to be field instructors. The first is professional development and resume building opportunity, because field instruction is considered supervisory experience. Field Instructors could then be eligible for training opportunities provided to supervisory level and working with colleagues in the departments to coordinate internship requirements. The second incentive was the MSW students were assigned cases on the field instructors' caseload. The field instructor could then have direct oversight and interaction with the MSW student and their work supported the field instructor's workload.

During Fall semester, the MSW students were provided training and shadowing opportunities, and managed independent tasks on cases. For Spring semester, the MSW students were more independent and able to manage cases on their own, with support as needed from the field instructors. The field instructor would determine which cases and tasks on their caseload would be appropriate to assign to the MSW student and determine if they need to do a joint visit for support and guidance. Throughout both

semesters, the field instructor monitored the MSW students' learning opportunities, building skills outlined in the practice competencies of the MSW program.

Field instructor responsibilities included reviewing and approving all the MSW student's case work. They were also required by the university to complete a learning agreement with the student, approve assignments (e.g. community project), and complete midsemester and end-of-semester evaluations of the student. The university MSW curriculum includes a Field Practicum course, taught by a Faculty Field Liaison that supports the field internship and ties classroom and internship experiences together. The Faculty Field Liaison is in contact with the student and the field instructor throughout the year. The Santa Clara County MSW internship program could not go forward without having dedicated field instructors to support the students and work with the university.

Additional challenges included hiring the three MSW students after graduation; Santa Clara County APS did not have permanent positions and so the new graduates were placed into temporary positions. Eventually, when new positions became available, the former APS MSW Stipend students had to apply to the county-wide recruitment, meet minimum qualifications to be eligible to be placed on a candidate list by the county employee services agency, go through the interview and selection process, and ultimately, they were hired into permanent positions in APS.

Santa Clara County has a long history of hiring MSW-level staff for APS case investigation and intake positions. We believe that because the APS program has been underfunded and under resourced throughout the state and country, the MSW degree provides a common set of knowledge, skills, and abilities for the social work profession and a strong base for APS work.

The CA APS MSW stipend pilot gave students an opportunity to complete their graduate degree requirements for field internships while also providing on the job experience, allowing students the opportunities to determine if working in APS is something they are interested in. It also gave counties the chance to provide advanced training to potential employees, which sets them up for success. Our hope for the future is that APS MSW Stipend Program will benefit APS staff like the Title IV-E program has done for Department of Children and Family Services.

Valerie Smith

Outcomes

Despite the contract delays and the COVID-19 pandemic all 10 MSW stipend students graduated. CalSWEC planned to complete a pilot evaluation, a year-long mixed-methods, multi-stage program evaluation with quantitative and qualitative data from MSW graduates, academic and field faculty, and agency field supervisors affiliated with the MSW programs at San Jose State University and UC Berkeley, as well as managers of county Adults and Aging Services agencies and APS programs. The evaluation release date is pending.

Lessons Learned

- 1. Contracting takes a long time, especially when working with government or academic institutions. Plan for that if you can. For example, the contract between CDSS, and CalSWEC took about a year to completely execute.
- 2. Don't make assumptions about what contractors will or will not do expectations for all sides should be clear and in writing. For example, there was a leadership change with one contractor during contract execution. There was a preference for a different stipend format, but we chose to stay course with the 2-year stipend and explore other formats after the pilot.
- 3. Make sure the county/APS program has the infrastructure to support interns and there is adequate program funding. Unfortunately, we found that some counties did not have the infrastructure to properly support MSW students and comply with university requirements for hosting interns. This was the major inequality of the pilot program. There was an assumption the counties without infrastructure would get help with intern program development. For example, many of the counties lacked contracts and Memoranda of Understanding (MOUs) with the host universities to house MSW students. CalSWEC reported the pilot was underfunded, and they did not have the resources (staff, funding) to do the type of work that they wanted to do. [See Appendices SF DAS MOU Student Affiliation Agreement EXAMPLE and CSU/San Jose State University/County of Santa Clara MOU EXAMPLE]
- 4. **University requirements typically are not flexible.** Counties/APS Programs started to inquire into hosting MSW interns, and unless somebody is really committed and motivated, then the program ends up getting dropped.

Future Recommendations

A big benefit of having the pilot was using this as an experiment to see if and how an MSW stipend program for APS would work in California. It provided CalSWEC with the opportunity to develop the program, outreach materials, surveys, etc. They also learned about APS. The recommendation from this pilot was the development of the current APS MSW Training Program as a one-year paid stipend. As a first year MSW student in the aging program, the focus is on the educational knowledge of APS, and then second year, the student gets the practical experience and the stipend MSW internship.

The BASSC adult services committee is also looking into having a field instructor that all counties could access for internship supervision, and this would reduce the need to pull a supervisor away from their caseload to do extra work. The committee keeps talking about

"By turning the stipend program into a one-year stipend, you're able to spend that first-year recruiting and building foundation with the students, letting them know this is an opportunity for year two. You might want to consider doing your year one placement at a disability or aging-focused organization, and then you'll be eligible for this. During the year, they continue to learn about all the opportunities working with older adults that are out there and hopefully you've got students that are really engaged and enthused by year two."

--Jill Neilsen

creating a model where you have field instructors who are not county employees, who could do some of the supervision to comply with the university requirements. The pilot program struggled with getting field instructors to help but was not able to lower their workload. Also, for under resourced counties, sharing the MSW field instructor would be beneficial.

Resources

- CA Adult Protective Services MSW Pilot Program and MSW Training Program (Current) – Contact: cwstrainingquestions@dss.ca.gov
- CDSS ACL State Grant Enhances Adult Protective Services: An Overview https://theacademy.sdsu.edu/programs/apswi/aps-leaders-institute/ca-acl-grant-overview
- SF DAS MOU Student Affiliation Agreement EXAMPLE (See Appendices)
- CSU/San Jose State University/County of Santa Clara MOU EXAMPLE (See Appendices)

Background

Promising Practice(s): California APS MSW Stipend Program Pilot				
APS Programs:	Program Administration:			
County of Santa Clara, CA	County			
City and County of San Franscico, CA				
Name and Title of Interviewee(s):	County Contact Info: ssa.santaclaracounty.gov/			
Valerie Smith, Santa Clara Social Services	departments/department-aging-and-adult-			
Program Manager III, APS	services/adult-protective-services			
Name and Title of Interviewee(s):	Contact Info:			
Jill Nielsen, Deputy Director of Programs,	jill.nielsen@sfgov.org			
Department of Disability and Aging Services				
Name of Interviewers:	Date of Interviews:			
Stacey Lindberg, Lori Delagrammatikas,	2/12/24 and 3/5/24			
Rebecca Parks, Krista Brown				
Author:	Reviewers: Sara Stratton, Rebecca Parks,			
Stacey Lindberg	Krista Brown, Lori Delagrammatikas, Jill			
	Nielsen			

Supporting Supervisors and Building Leadership in Kansas

Description of Innovation/Practice

During the COVID-19 pandemic, Kansas Adult Protective Services (APS) experienced a 60% turnover rate and had trouble retaining new staff. During the pandemic, it became clear staff supervisory support, relationship building, and team cohesion were lacking. To tackle the issues, Kansas APS leadership decided to utilize a multipronged approach to retention. This write-up highlights three major initiatives instituted within the last few years involving supervisor and staff support, leadership training, and overall workplace culture change. As of April 2024, Kansas APS leadership reported they have a 14% turnover rate.

Key Points

- Collected and analyzed the data Kansas APS leadership began tracking turnover rates internally and stopped solely relying on the larger Human Resource Department tracking. They also surveyed staff, including questions from Employee Engagement Survey (e.g. What is working? What do you need? How do you like to be acknowledged? Etc.). Survey results indicated staff wanted more one-on-one supervision and coaching.
- 2. Adopted a one-to-five supervisor-to-worker ratio. Kansas APS is under the umbrella of the larger Prevention and Protective Services Department. When the state legislature approved a staffing increase for Child Protective Services to enable a one-to-five supervisor-to-worker ratio, APS initiated the same with additional position numbers that were then upgraded to supervisor. Given the staff survey response regarding a desire for increased supervision and coaching, this change set the stage for meeting these requests.
- 3. Hired APS Supervisors dedicated solely to working with interns On both the CPS and APS sides, there was a scarcity of applicants and an acknowledgment of needing to "grow your own" candidate pool due to the lack of outside applicants. APS has twenty intern slots for a 480-hour practicum, offering a \$14/hr. stipend. Interns are both BSW and MSW students and students from allied degree programs. Recognizing that supervisors could not handle intern supervision on top of staff supervision,

additional Student Service Supervisors were hired by the Kansas Department for Children and Families to work exclusively with the interns.

"The paid internships have led to an increase in applicants to APS and other programs. Interns have a positive experience with dedicated supervisors and that has been priceless, even if they don't get hired by APS, they bring that attitude to another program."

Kansas has a total of 80 paid practicum positions across the state for both CPS and APS. Students currently receive \$14.00 per hour up to 480 hours to complete the practicum. APS has 20 intern slots.

Since July 2022

- Number of APS Students: 19
- Number of Students Graduated: 9
- Number of Students Hired: 5
- Number of Students currently in Practicum: 10

As of February 22, 2024

4. Adopted Gallup CliftonStrengths® as part of the workplace culture change - Based on COVID turnover/retention issues, staff survey results, and HR issues, Kansas APS leadership decided to use American Rescue Plan Act (ARPA) funding to invest in CliftonStrengths® training and coaching. The goal was to build overall team cohesiveness. increase communication, and support supervisors with relationship building and more effective supervision with staff.

To begin, the management team met weekly to

"CliftonStrengths® is as an accelerator. You get to know your team faster. You get to know your team at a deeper level. You get to know why it's a common language. It's how we communicate with each other. We are all about smart experiments and we believe this is a smart experiment."

watch a podcast exploring CliftonStrengths® concepts. Next, subject matter experts, Chris Dubble and Jennifer Baum, trained staff to take the concepts to the next level,

identifying the individuals' top five strengths and translating the concepts through an APS lens. This training connected why this type of leadership and communication training is

important and of practical value for APS staff and working with clients.

Overall, staff related that CliftonStrengths® helped with team connections and improved communication. For example, using strengths language in meetings and supervision to facilitate discussion and understanding. The training with Chris Dubble and Jennifer Baum, using an APS lens, was well received.

Jessica Snyder shared, "One of the biggest takeaways from that day was it was all through an APS lens, from an APS perspective. It was not, there's a strength and here's leadership information. And for me, I don't want to put this on the shelf, I want to keep going with this, seeing where we can go further. It was inspiring."

Kansas APS also invested in four certified strengths coaches who received specific training on leveraging strengths. The coaches help teams and individuals identify fundamental thoughts, feelings, and patterns of behavior that are innate to daily practice and can be tapped into within their work. It also creates a framework for important conversations such as communication, accountability, the importance of celebrating success, etc.

Lessons Learned

Some of the lessons Kansas APS leadership learned through the process, included:

- Having leadership support and investment are crucial.
- You must constantly advocate for APS in an intentional and thoughtful way.
- Be intentional with tracking data.
- Real change takes time.
- Communicate changes with staff in different modes through supervisors, written communication, etc.
- Be creative with evaluating the positions you need.
- Supervisors are the "Linchpin" make sure they are supported, trained, and held accountable.

Next steps

This piece focused on three major initiatives; however, Kansas APS has other recruitment, retention, and professional development activities in place and/or planned. These include:

- Training and implementation of the Cornell-Penn Interview for Decisional Abilities (IDA) with supervisor specific training and coaching.
- Offering specialized training in financial capacity and forensic interviewing with subject matter experts.
- Working with Academy for Professional Excellence, San Diego State University, to develop courses on consistency in case findings, critical thinking skills for workers, and critical thinking skills for supervisors.
- Continuing the Kansas APS Adult Decision-Making Learning Collaborative.

 Working with the dedicated Learning and Development Specialist, a new position for APS.

Resources

- Kansas Department for Children and Families (n.d.). APS Supervisor Strengths
 Video https://vimeo.com/853121549/a5f773a6c7. Kansas APS Supervisors and
 Administrators speak about their experiences with Clifton StrengthFinder® and
 how learning their strengths helped them better support their teams.
- Gallup CliftonStrengths® https://www.gallup.com/cliftonstrengths/en/home.aspx
- The Cornell-Penn Interview for Decisional Abilities (IDA) https://geriatrics-palliative.weill.cornell.edu/community/ida

Background

Promising Practice(s): Kansas APS' multi-pronged approach to retention through				
leadership training and other supervisor supports.				
APS Program: Kansas	Program Administration: State			
Name and Title of Interviewee(s): Chrisy	Contact Info:			
Khatib, Deputy Director for Adult	<u>kerri.khatib@ks.gov</u>			
Protective Services	<u>Jessica.Snyder@ks.gov</u>			
Jessica Snyder, Program Administrator				
for Adult Protective Services				
Name of Interviewers: Krista Brown and	Date of Interview: February 13, 2024			
Lori Delagrammatikas				
Author(s):	Reviewed by: Sara Stratton, Chrisy Khatib			
Krista Brown and Lori Delagrammatikas				

Rebuilding the Muckleshoot APS System

Background

The Muckleshoot Indian Tribe [Tribe; the Tribe] are federally recognized with approximately 3,162 enrolled tribal members. Currently, most tribal members reside on the 6.1 square mile Muckleshoot Reservation, southeast of the city of Auburn, WA. The Muckleshoot Adult Protective Services (APS) program is part of the Tribal Member Advocacy Program and was developed as an independent program separate from the Washington State APS program beginning in 2011, after the Muckleshoot Elder Abuse Code was developed. The age of eligibility for Muckleshoot APS is 50 plus. Currently, there are just under 500 elders over the age of fifty. Vulnerable or dependent adults younger than 50 are served by Tribal programs other than APS.

Margaret Carson, M.A., L.M.H.C, Program Manager, Muckleshoot APS, has spent 30 years in APS. She began her career with Washington State APS and served in the position of Tribal APS Specialist for the State working on the Muckleshoot Reservation. As Tribal APS Specialist, Margaret's focus was on building relationships with the Muckleshoot community, and on growing awareness of elder abuse prevention and intervention. Feedback was positive from all involved.

Unfortunately, leadership changes at the state level led to staffing changes. Margaret was removed from her post with the Tribe and replaced with staff who lacked historical and cultural aptitude. With this change came program disruption, including a drop in intake numbers and erosion of community trust in APS. Tribal leadership was displeased and began to voice this to government officials. After high level discussions between the Tribal Council and State leadership, the Muckleshoot Tribe created their own, freestanding APS program and hired Margaret to lead it.

Focus

The Muckleshoot APS program highlights the intersection of tribal sovereignty, the role of tribal culture, and the need to maintain adequate protection and services for elders. Since 2011, Muckleshoot APS has evolved from the ground up, by creating an innovative, intentional, and individualized program.

Key Points

"Promising Practices" in Adult Protective Services (APS), often involve the development of a new or creative method of accomplishing a goal or mandate. In the case of the Muckleshoot Tribe, it is a complete rebuild of the Muckleshoot APS system. This "rebuild", shepherded by Margaret Carson, reformed the program from the ground up and the process underscores how intentionally it was built. The steps included:

- Elder Abuse Code The Tribe developed and passed their Elder Abuse Code in 2011. Given her experience with the Washington State APS Code, Margaret was able to take state codes and translate them to Muckleshoot Tribal Code, writing a new manual of APS policies and procedures. The goal was a Tribal APS Code that continued to protect elders yet is informed by Muckleshoot cultural beliefs and practices.
- Start with Intake After being appointed Muckleshoot APS Program Manager, Margaret overhauled the intake system with new forms and questions, and culturally relevant, client-friendly processes. Intake involves taking reports of maltreatment, making connections to services, and providing information and referrals. Making a call to APS is a tribal members' first impression of the program, and the reception received is critical to trust-building and willingness to use APS services.
- Staffing Margaret considered how to hire for positions in a manner that the tribe would be open to. In the case of Intake, she thought of a retired police officer who had been embedded as a resource for the tribe. The tribal community knew him and had a level of trust in him. He had no degree in social services or behavioral sciences but was willing to take on some of Muckleshoot APS Intake in a part-time capacity. With the approval of the Tribal Council, Margaret wrote the Intake position description as one that could include a law-enforcement or criminal justice degree and designated it as part-time to cover the needed hours.

The same type of insight was used when Margaret determined she needed an APS R.N. She observed that people are often more willing to speak to a medical professional than an (investigative) social worker, also noting the complex medical conditions she was seeing in tribal elders. Margaret identified an elder tribal member working as an R.N.,-who also wished to retire and work part-time. The job description was created, and the R.N. was hired, with another person of trust joining the APS team.

• Meeting Community Where They Gather - Margaret spoke to the Tribal Council about the Muckleshoot's pre-colonial traditions and practices, learning that many

decisions were made during times of coming together, feasts and celebrations. With that knowledge, the Muckleshoot APS program was co-located in their Senior Services Center, where meals were served, and cultural events took place. Now the tribal elders could see the APS staff daily, forging an environment of unity in a place of comfort.

 Culturally Appropriate and Mediated Interventions – Leveraging Muckleshoot tenets of restorative justice, and their place in furthering the protection of elders, Muckleshoot APS has overcome some of the reluctance of elders to engage with APS and law enforcement.

One example is found within the structure of protective orders against perpetrators, particularly when family is involved. In cases such as financial abuse, the focus of a protective order and Enhanced Services Plan could be on making an elder whole, with the elder designing the parameters of the order and choosing their own multi-disciplinary/MDT-like members to assist in advising them. In such a meeting, the elder chooses who may or may not attend, and is able to set rules within the order that may allow them to interact with perpetrators who are able to comply.

The elder may also request that a protective order include interventions for the perpetrator. A goal could be that a perpetrator is helped in recovery from issues such as addiction or behavioral health that have fueled maltreatment of the elder. Per Margaret, "In this one case, we were not just about going and getting a court order, but they wanted me to do an intervention. And they wanted me to come out with behavioral health and offer everybody in the house treatment and then, write house rules...and if you did this, we could kick you out with a court order."

Restitution is also a powerful component of Muckleshoot restorative justice, as Tribal Court can garnish a members' per capita monies to repay the elder, or replace items stolen. As Margaret shared, "...it shows that there's consequences to this happening."

 Tracking outcomes – Muckleshoot APS has several ways of measuring outcomes, beginning with tracking cases by perpetrator, rather than by the elder. This allows for findings that may be different for each in cases with numerous perpetrators. Margaret has created a computer system for case tracking in Laserfiche forms, including for intake, the intake narrative, and the report. Additional data tracking systems have been created for substantiations, Hotline calls and for Enhanced Services cases.

Lessons Learned

Some of the lessons learned in building the Muckleshoot APS program represented issues that were challenging to address. Some of the highlights include:

• Finding the right candidate - Hiring in the Tribe is subject to Muckleshoot Tribal Preference [hiring from within the tribe], then Native American Preference [hiring a Native American enrolled in a tribe other than the Muckleshoot]. If no candidate emerges from these pools as qualified, Margaret could receive permission from the Muckleshoot Tribal Council to hire within the greater community. At times, candidates could look perfect on paper, but tribal members wouldn't engage with them around APS issues, because they didn't know them.

Margaret hires non-Native Americans when appropriate, but only sends these workers out to meet clients with a tribal or known community member to build trust. Elders are also desirable as APS workers as they lend a sense of appropriate rank to a client meeting.

 Education and Training - Another lesson learned was that people who were hired that did not have a professional/master's degree were not ideal candidates, even when culturally aware. This is due to the level of sophistication it takes APS staff to to investigate, assess, develop a care plan, and "...because here...you
wouldn't, for instance, send a
younger person out to
interview an elder because
they would not feel
comfortable talking to a
younger person and
divulging confidential
information to them because
it would be something like
telling their grandchild about
a personal issue."

advocate. Professional skills identified include medical knowledge, evaluating cognitive changes, writing skills, and how to document what has occurred without using judgement.

Next Steps

Margaret is already involved in the next steps of growing the Muckleshoot APS program, and in expanding APS best practices for tribal programs. Current projects include a tenmodule training program for elder advocates working in Indian Country. Margaret also plans to develop a curriculum for how to successfully run a Tribal APS program. She hopes to be able to share all finalized curricula with national partners in the future.

Resources

- Native American Elder Justice Initiative (NAEJI) https://iasquared.org/naeji/
- NAEJI Elder Abuse Codes https://iasquared.org/naeji/elder-abuse-codes/
- APS TARC Blog: Collaboration for Adult Protective Services in Indian Country https://mailchi.mp/8b3a081dbd03/muckleshoot

Background

Promising Practice(s): Intentional Recruitment and Retention Practices	
APS Program: Muckleshoot APS	Program Administration:
	Muckleshoot Indian Tribe
Name and Title of Interviewee(s):	Contact Info:
Margaret Carson, Program Manager	Margaret.Carson@muckleshootnsn.us
Name of Interviewers: Jaime & Krista	Date of Interview: 9 February, 2024
Author: Jaime Morin-Arlett	Reviewed by Sara Stratton, Krista Brown &
	Margaret Carson

Arizona's Comprehensive Workforce Development

Background

Arizona Adult Protective Services (APS) is a statewide system that is divided into regions/districts. It consists of four investigative districts, and statewide financial exploitation and advanced investigations districts.

An influx of federal funds, an elevated rate of staff turnover along with a global pandemic are just a few of the reasons that prompted Arizona's Interim Assistant Director of the Division of Aging and Adult Services, Rebecca Clayton and her team, to implement multiple workforce development strategies. What follows is an accounting of some of the strategies implemented, their focus, key factors, lessons learned and outcomes, and next steps.

Strategies

1. Established Competitive Pay

- To achieve pay parity with child safety/child protective services workers, APS worked collaboratively with partners in both the state legislature and the Governor's Office.
- After extensive work done with the state's Department of Administration job titles, grades and classifications were realigned to reflect the special designation as protective services as well as establishing an incremental pay increase structure that comes with tenure.

2. Revamped Training and Onboarding

• The prior training and onboarding approach emphasized transitioning new hires into the field as soon as possible. Training consisted of newly hired investigators being trained by their unit supervisor over 2 weeks with little standardization of covered topics or continuity. To better prepare investigators to perform fieldwork and facilitate more efficient and effective investigations, APS redesigned the training to include 8 weeks of instruction, shadowing, and coaching. Supervisors were initially skeptical of the new onboarding process but have since recognized the benefits of having a more prepared employee as well as not having to dedicate time to training. Arizona APS worked with the training department to redesign the curriculum and additional trainers were added to accommodate the change in training length and structure. The

structured cohort training is now being modeled in other areas. The changes instituted include:

- Train new hires in cohorts
- Lengthen training time from 2 to 8 weeks.
- Structured curriculum
- Multi-modal training to include virtual classroom, computer learning, shadowing.
- Dedicated training staff: Includes three trainee supervisors for cohorts, manager for liaison between APS and the Agency's training department, and a scheduler for logistics.
- Trainees are with their assigned unit during most of the training and their unit is where real world training occurs.
- Safety officer provides a real job preview during training, "What you will see," focusing on some of the more challenging realities of performing in-person visits to vulnerable adults.
- Division leadership meet and greet all new hires within the first month.
- Trainee program evaluation to inform needed changes in training.
- Post-training trainee check-ins at 2 and 6 months for ongoing training needs.

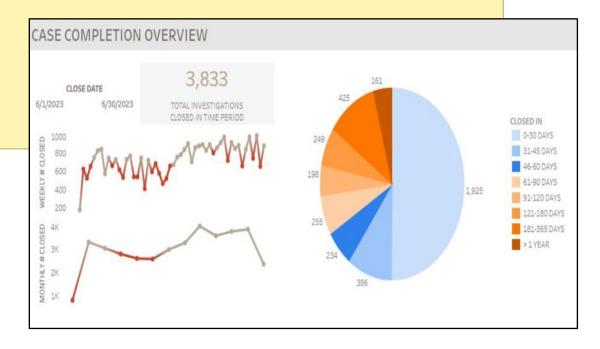
3. Piloted then Implemented Case Review Units

- Over 50% of APS supervisors' time was being spent reviewing cases submitted for closure. Due to competing interests, there was difficulty closing cases in a timely manner. Implementation of a Case Review Unit (CRU) allowed supervisors to focus time on staffing cases, coaching, and assigning new reports. This process both facilitated both the timely closure of cases and ensured a more consistent approach statewide. This also provided an alternate career path for APS professionals. The average investigator caseload is now 20-23.
 - Two units, 15 reviewers with investigative history
 - Completes on average 200 reviews per day.
 - Average 15+ reviews completed per reviewer per day.
 - An average of 3 units assigned to a reviewer per month/rotates monthly.
 - Average review time of 1.5 days after submission from the investigator.
 - 75% of cases approved on submission as of May 2024.
 - Review all cases that are not being proposed for legal substantiation/registry placement prior to closure.

- Utilizes standard reviewing tools which are shared with investigative staff: Case closure review instrument & standard work. [See Appendices -AZ APS Case Closure Review Instrument]
- Details on the reason for a denial is sent back to the investigator to address.
- A compilation of reasons for denial are reviewed regularly for trends and improvement needs and/or process changes and shared via monthly communications with staff.
- Inter-rater reliability is completed regularly amongst reviewers to maintain consistency in reviews.
- Visual management of case closures and denials via data dashboards are utilized not only for data tracking, but also to maintain an overall status awareness "at a glance" for CRU staff and administrators.

Visual Management of Closures

- Visual Management Tool
- Provides closure data per district/unit/investigator
- Tracks number of cases closed and the age of the case at closure



Source: 2023 NAPSA Conference PowerPoint - Arizona Case Review Unit and Process Improvement, Arizona Department of Economic Security

Visual Management of Denials

- Another visual management tool
- Provides denial data per district/unit/investigator
- Tracks number of cases denied and the age of the cases closed



Source: 2023 NAPSA Conference PowerPoint - Arizona Case Review Unit and Process Improvement, Arizona Department of Economic Security

4. Safety Program

- The program utilizes training, mobile phone applications and a safety officer to ensure investigator safety. Some of the responsibilities of the safety officer include:
 - > Reviews all reports/allegations that have been flagged for potential safety concerns and provides instruction on safe contact.
 - "What you will see," real job preview and safe visit information during onboarding.
 - Ongoing staff training on visit safety and trending topics.
 - Uniforms for all investigators to improve identification, credibility, and safety

Outcomes & Lessons Learned

The simultaneous implementation of a multi-pronged workforce development strategy has resulted in many favorable outcomes. Among them are a reduction in staff turnover from 40% to below 20% and a reduced average investigator caseload from 61 at the start of fiscal year 2023 to 31 by the end of fiscal year 2023. Some of the expressed lessons learned to share with other programs are to have a slower or more coordinated implementation strategy to allow direct tracking of each strategy's impact. Of additional importance is the early engagement of the affected staff in

Staff Turnover down from 40% to 20%

Caseloads down from 61 to 31 during 2023

the process. Significant investments in comprehensive workforce development in Arizona continue.

Additional Strategy to Note

Arizona APS collaborated with their Human Resources department to review and retool the APS candidate interview process. Initial feedback from APS trainers and supervisors has been positive, the new employees who have been through the new candidate assessment appear to have more aptitude. As this process with skills testing was recently implemented, APS leadership plans to evaluate the skills tested new hire cohorts to measure differences over time.

Major Steps to Retool Candidate Assessment

- Evaluated interview questions to make sure to hit on key components of APS role
 and responsibilities (e.g. engagement, collaboration, communication, technology,
 information gathering, and testifying in court). One question added was How do
 you feel about entering a residence that has weapons or other hazardous conditions
 such as pest, bodily fluids or drugs? Questions like this help convey the real
 aspects of the job.
- Before being interviewed for a position all prospective APS investigators view the "Day in the Life" video. This helps the candidate understand the various environments and situations APS works in. Human Resources (HR) confirms viewing before interview.
- Added skills testing to help assess if candidates possess the basic skills new
 employees need to do their job and sets a bar for expectations. Candidates take
 three timed, computer-based tests before the interview Cognitive and
 Reasoning, Emotional Intelligence, and Basic Skills for Employment (including a
 technology component). Full results go to HR and APS leadership gets a general
 result for each test. Prospective APS supervisors take the same three skills tests
 plus reading comprehension.

Resource

• AZ APS Case Closure Review Instrument (See Appendices)

Background

Promising Practice(s): Comprehensive Workforce Development	
APS Program: Arizona	Program Administration: State
Name and Title of Interviewee(s): Rebecca Clayton, Interim Assistant Director, Division of Aging and Adult Services	Contact Info: rclayton@azdes.gov
Name of Interviewers: Rebecca Parks & Stacy Lindberg	Date of Interview: March 4, 2024
Author: Rebecca Parks	Reviewed by: Sara Stratton, Krista Brown, Rebecca Clayton

Georgia's Redesigned Training Program

Brief Description of Innovation/Practice: Until about five years ago, Georgia APS did not have a staff retention problem. A few years prior to the COVID-19 pandemic, the leadership noticed that new staff were leaving after about two years of employment. Salary increases and/or adding more positions were not an option at the time.

The Georgia APS Training and Development Team developed a multi-pronged training initiative for Adult Protective Services (APS) staff and supervisors to boost retention and increase feelings of support.

Key Points

The initiative planning included:

- Analyze the data Fortunately, the Training and Development Team had many sources of data to review. The annual staff survey revealed staff needed to feel more supported and they requested more training. The SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis included feedback from upper management section leaders, supervisors, managers, and staff regarding training needs. Lastly, a statewide audit showed that supervisors were not getting adequate training to perform their jobs.
- **Create a plan** The Training and Development Team took the results and training topics from the annual survey, SWOT, and audit to identify and create a multipronged plan of action first focusing on staff then moving onto supervisors.

For staff they developed an annual training calendar based on training topics identified from the survey. Staff completed the NAPSA Certificate Program and they increased new worker training from five days to two weeks. They also offer quarterly online trainings with subject-matter experts and in-person district trainings (four districts) offered by the Training and Development Team. The district meetings address staff knowledge or skill gaps related to policies and procedures (e.g. training on the new data system). The majority of training is mandatory.

For APS supervisors they leveraged the Supervisor Core Competency training modules to train on the fundamentals. New supervisors are assigned a training and development staff mentor for one-on-one coaching and are also provided train

the trainer support to help them work with staff. Additionally, training materials such as scripts and aids were developed. To further support supervisor training and professional development, Georgia APS plans to bring in subject-matter experts for a supervisor intensive focusing on job fundamentals and leadership styles. Again, all training for supervisors is mandatory.

• **Evaluate and Recalibrate** – The Training and Development Team conducts a yearly staff survey and analysis of what trainings they have, how to improve them, and how to expand offerings based on staff feedback.

Outcomes

- Georgia APS is now 90% fully staffed. Turnover was 8 percent traditionally and at its highest, it was 27%. It has been going down 4% a year, since 2021, when the training initiative was put in place.
- With feedback from staff, the Training and Development Team edited and condensed the new worker training.
- Supervisors are more excited about training and have stated during one-on-one coaching that they feel more confident, prepared, and supported.
- New supervisors are looking to the Training and Development Team to correctly implement policy. In the past, tenured supervisors tended to not keep up or been willing to implement new policies.

Lessons Learned

"I'll just say take your time. Sometimes it feels like a very big project that you basically have to implement and sometimes you might be getting pressure, especially from management. But I think it's really knowing what the staff needs, knowing what could be best beneficial to them, and just taking the time to really develop the curriculum, develop the modules, develop whatever resource that you plan on implementing, being able to develop those, being able to implement it and then take the feedback that you're getting and revise what you have."

Next steps

Aside from continuing to keep up with what is working, the Training and Development Team plans to develop a supervisor manual from the various modules to have available as a field guide. They also plan to pilot the Nexus program in partnership with North Georgia University.

Resources

- National Adult Protective Services Training Center (NATC) https://natc.acl.gov/
- National Adult Protective Services Certificate Program https://www.napsa-now.org/certificate-program/

Background

Promising Practice(s): Multi-pronged training program for staff and supervisors to	
increase retention and increase feelings of support.	
APS Program:	Program Administration:
Georgia Division of Aging Services,	State
Department of Human Services	
Name and Title of Interviewee(s):	Contact Info:
Shernell Belasco, APS/PGO Policy and	Shernell.Belasco@dhs.ga.gov
Development Specialist	
Name of Interviewers:	Date of Interview: 3/4/24
Krista Brown & Lori Delagrammatikas	
Author: Lori Delagrammatikas & Krista Brown	Reviewed by: Sara Stratton, Shernell Belasco

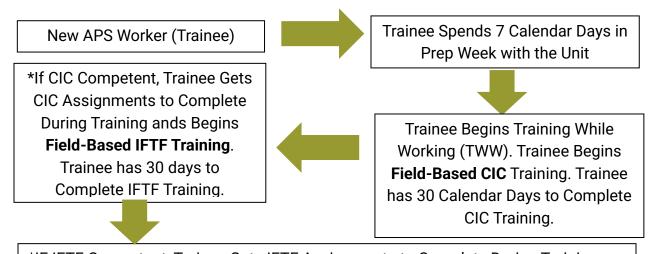
Reimagining New Worker Training in Texas

Brief Description of Innovation/Practice:

Like many Adult Protective Services (APS) programs, Texas has struggled with recruitment and retention. During the COVID-19 pandemic, turnover reduced. When COVID virtual work from home/telephone measures ended, many staff left APS and leadership had a difficult time filling vacant positions and retaining staff.

To tackle these post-COVID issues Texas APS took a multi-prong APS workforce development approach including revamping new caseworker training, developing new recruitment videos, and creating specialized exploitation units. The interview below focuses on the reimagined new caseworker training initiative known as "Training While Working" (TWW).

Training While Working (TWW) Model



*IF IFTF Competent, Trainee Gets IFTF Assignments to Complete During Training and Begins Field Based **All Other Training Topics** Training. Trainees has 60 Calendar Days to Complete **All Other Training Topics** training. If Competent, Trainee



If Competent, Trainee Competes TWW

TWW will take no more than 135 calendar days to complete.

* If not competent at CIC, IFTF or All Other Training Topics, the trainee will separate from the agency

The following interview has been edited for clarity and length.

Question: The overall Texas APS workforce development plan encapsulated a lot of different ideas. As part of this, what made you decide to launch a new worker training initiative?

Answer: TWW has been a dream of mine for about 20 years. We found the old training model, which was heavy on classroom learning, with some virtual learning, was not really working. New staff cases and out of this intensive four-to-five-month training period, get a few cases, and have a "deer in the headlight" look, not knowing what to do. There was a real disconnect and people would leave.

Question: So how is TWW different from the old training model?

Answer: It is based on the idea that learning smaller amounts and applying those learnings in the real world helps the information make sense and be more effective. We are also using real cases in our training process, which is helping our existing staff because we are taking those cases from the units.

TWW is a little shorter than five months but very intensive and one-on-one with a specialized training supervisor. The training supervisor has five trainees assigned to them, and the course work is mapped out into what I call "chunks". For example,

1. The new trainee learns the first part of an APS case, which is our case initiation contact (CIC). The training supervisor teaches it, demonstrates it, watches them do it, lets them practice, but is always reviewing what that trainee is doing. At the end of that first 30 days, the training supervisor reviews what the trainee has done and using a checklist determines whether they have met "competency". Competency does not mean 100% perfect, but it means the trainee understands enough that they could go out and do this unsupervised. If the new trainee is not found competent at that point, we discharge them.

TWW provides
approximately 25 times
the amount of CIC fieldbased activities than the
Legacy New Hire Training
(LNHT) and provides
approximately 15 times
the number of days
focused on CIC than
LNHT.

Source: One Page Comparison of Case Initiation Contact (CIC)

Why do we discharge them? **The CIC** is the simplest task APS caseworkers do. It is 99.9% a telephone call and does not require a home visit. It's learning the right questions to ask, how to read the intake, deciding if the priority is going to stay the

same, what the risk to the client is at this point, etc. If the trainee cannot understand and grasp that first "chunk", the chances that they're going to grasp the next "chunk", and the one after that are very low. We are very straightforward in the hiring process. **The trainees know that they must meet competency.**

2. The next portion of training is **the initial face-to-face** which is about 45 days long. In this portion, trainees do some office learning, reading policy, and asking questions. They discuss with their training supervisor what questions to ask when going for a home visit, what risks to be looking for, considering their own safety, etc. The training supervisor and new trainee go out on several observations where the trainee observes the supervisor perform the initial face-to-face and the documentation.

The new trainee is traveling and getting exposure to home visits, hospitals and nursing facilities, searching outside locations for the unsheltered, etc. They are getting a good idea of the day-to-day job.

After the observation period, the trainee performs the initial face-to-face with the supervisor there to coach. Again, at the end of the 45 days, the training supervisor reviews what the trainee has done and using a checklist determines whether they have met "competency". They will either be found competent or not to perform that task on their own.

3. The next portion of the new worker training is "All Other Training" which is huge, but we are focusing on the basics. They go through that process, again, the training supervisor reviews what the trainee has done and using a checklist determines whether they are either competent or not. After graduation, the trainees are reassigned back to their home units.

Current Training	Training While Working	
Time to complete		
6 months	4.5 months	
Days in Classroom Training		
16 days	9 days	
Days in Field Training		
4 days	60 days	
Field Observations for Trainee		
13 field observations	170 field observations	

Field Demonstrations		
7 demonstrations	1	70 demonstrations
Received Field Assignments		
77 days after hire	30 days a	fter hire

Source: Training While Working: New APS Worker Training Model PowerPoint (May 2024)

Question: How does that work exactly? Have the trainees been a part of an APS unit?

Answer: During the training process the trainees have been in contact with their "home unit" and attended unit meetings. They're still building a relationship with their home unit while they're going through training. After they graduate and go back to their home unit, their training continues. The regular unit supervisor, unit members, the training department, will continue training. We have certain training that new staff must complete within their first two years, it builds on their ability to work good cases.

Question: To implement this new training initiative, what changes did you have to make to policy, etc.?

Answer: The big one was getting legislation passed to allow us to go to this competency-based TWW model. With the former training model, new APS staff could not work on a case or document in the case until they had completed all the training in the handbook. The legislation flew through with no opposition. I think our new model just makes sense to people, giving the trainee real life experience as they learn.

We also had to create the position description, hire, and train the seventeen Training Supervisors who are assigned to district offices across the state. This supervisor position is a step above any other supervisor position given the job responsibilities and skills required thus justifying a higher salary.

Question: What about staff and supervisor buy-in for this big change?

Answer: There is always skepticism, but we talked about it for a long time. When the federal monies finally allowed us to have the budget to act, we did. Upfront, we framed it as we have the idea, but **you** need to decide what needs to be in the training. **You** need to figure out how many days it needs to be. **You** need to figure out what the qualifications of the training supervisor need to be. **We involved every level of APS staff to create this model. We left the nuts and bolts to this specialized work group**, and they did a fantastic job. It was very labor intensive, and they developed a wonderful product.

We also had to involve many different departments - Contracts, Finance, and Human Resources (HR). For example, we needed HR to support our new training competency approach. It has simplified personnel actions since all the documentation required in the TWW model is already documented if we need to release a trainee.

Questions: What have been the outcomes from TWW so far?

Answer: This initiative has been in practice for about six months, and we have:

- Graduated approximately 50 trainees.
- Our turnover rate has reduced from approximately 35% to 15% (Texas APS has 550 case worker positions).
- Over 1,200 case initiation contacts (IC) were completed by trainees.

To put the last bullet in perspective, every CIC that trainees do is work staff in the field doesn't have to do. Our field staff feel relief. I've heard, "This is great, this is helpful." And, since it has already been approved by a supervisor, it can be assigned quickly. The field staff review it and if a question was missed, they can go back and ask additional questions. They take the case on from there.

This story really illustrates the positive outcome:

We had a staff person who went through the former training program, and they were not grasping the job. There were doubts they would be able to stay in the position. The district leadership believed in this staff person and requested that they go through the new training model. With "Training While Working", it was as if a light bulb went off-they got it! The staff person graduated and is a caseworker now and doing well. I believe it was that one-on-one training, being able to ask the questions in real time, working on real cases that made the difference.

Question: After these initial six months, any lessons learned you'd like to share?

Answer: Yes, a few come to mind. Our workgroup is meeting to review what has worked, what has not, and what needs to change but we know the third chunk/portion of the training is too much information. We need to prioritize what is in this section so trainees can take the knowledge and apply it to the work. We are also focusing on time management and case management best practices because we realize a lot of people do not have these skills innately, but they can be learned. We want to share the knowledge of successful caseworkers that have been there, done that, and not leave it to our new staff to reinvent the wheel.

As far as staffing is concerned, we found we need more than seventeen training supervisors to keep the trainee to supervisor ratio manageable (5:1). We tried to increase it, we went to six trainees, and the training supervisors were at a breaking point. They had people in all three phases of training (the CIC, the initial face-to-face, and all other training), the paperwork, and the one-on-one required of each of those trainees was too much. We hope to add nine more training supervisors in the future. (Update: Since the interview took place, eight additional training supervisors have been added bringing the total number to 25).

We also acknowledge the training supervisors could use administrative assistant support which we hope to add in the future as well.

Question: Any other next steps?

Answer: Yes. Ongoing budgeting and funding especially since ACL monies will be ending. We are looking at several funding mechanisms. The main one being the exceptional item requests for the Texas legislature to continue the workforce development projects – including TWW staffing and the specialized exploitation units. To build our case, we continue to gather data (e.g. new turnover numbers) and compare that to prior years.

We are hopeful.

Other Key Point:

Question: Can you share why Texas APS decided to try specialized exploitation units as part of your workforce development plan?

Answer: Exploitation cases over the years have become increasingly complex. If it has to do with money, it's going to end up in an APS case. It takes very specialized knowledge to know what these cases are about and where to start. Over the years, we have considered developing specialized exploitation units in the larger metropolitan areas and with federal grants we developed three units: Dallas-Fort Worth, Houston, and San Antonio/Lower Rio Grande Valley. We chose these metro areas because this is where the bulk of the cases are happening.

For example, in Dallas-Fort Worth, we hired six caseworkers and a supervisor. They all were recruited from within and had to interview and demonstrate they had knowledge of financial investigations. This team works quicker, they identify the problem, they know the right questions to ask and the evidence to request. In addition, we have access to a forensic accounting team on retainer through the University of Texas. APS can send cases and the team dives even further into them, creating spreadsheets and performing other functions to support the specialized units.

We are currently looking to the Texas legislature to continue funding for these units beyond the federal grant period.

Resources

• APS TARC Podcast - Improving APS Financial Exploitation Investigations Through Innovative Partnerships (February 2022) https://soundcloud.com/apstarc/february-2022-aps-tarc-podcast

Background

Promising Practice(s): Reimagining New Worker Training - "Training While Working" Also highlighted – New recruitment videos and specialized exploitation units	
APS Program: Texas	Program Administration: State
Name and Title of Interviewee(s): Camille Payne, Texas DFPS - APS Deputy Associate Commissioner	Contact Info: Camille.Payne@dfps.texas.gov
Name of Interviewers: Stacey Lindberg and Lori Delagrammatikas	Date of Interview: 2/22/24
Author: Krista Brown	Reviewer: Sara Stratton, Camille Payne

Illinois' Simulation Training Program

Brief Description of Innovation/Practice

The Illinois Department on Aging (IDoA) administers Adult Protective Services (APS) and contracts with social service and non-profit agencies to perform APS functions, such as the assessment of adult maltreatment reports and conducting follow-up casework. IDoA provides certification training to these contract agencies. In 2021, IDoA added simulation training (sim training) to the APS Phase I Certification training. Trainees participated in simulations of real-life situations that every APS caseworker encounters. Sim training is thought to help adult protection caseworkers transfer their learning from the classroom to practice, and to increase caseworkers' competence and confidence in their work. Additionally, it provides an example of work that will be completed in the role and allows for those who may not be suited for the line of work to understand this prior to entering the field.

Focus

IDoA is the first Adult Protective Services agency in the nation to employ statewide simulation training for APS caseworkers. The IDoA team (Brian Pastor, Division Manager; Dana Wilkerson, Deputy Division Manager; Kari Hostetler, Training Administrator; and Claudia Kemple, Training Specialist) presented at the April 17, 2024, NATC APS Recruitment & Retention Advisory Board Meeting information about the process of development, implementation, and evaluation of the initial simulation training program, and what's to come.

Program Development

The overall goal was to increase the level of confidence in the case workers. The decision to add sim training to the APS Phase I Certification was initiated after Claudia Kemple viewed the Illinois Department of Children and Family Services (DCFS) simulation training and had an "Ah Ha" moment regarding the applicability of "Simulation Magic" in the Adult Protective Services Program. Ms. Kemple noted a direct correlation with the format of experiential learning models – the practice of skills within realistic environments and safe settings.

A grant from the Administration for Community Living (ACL) and partnerships created with the University of Illinois, Springfield, Alliance for Experiential Problem Based Learning

(UIS AEPBL) and the University of Illinois Urbana-Champaign School of Social Work were integral for program development.

Steps in program development included:

- Working with the IDoA procurement department to be able to work with UIS AEPBL.
- Working with UIS AEPBL to develop the training curriculum, using standardized metrics (e.g. engaging with client, explaining role of APS, etc.).
- Once the training was developed, Ms. Kemple and another coordinator/trainer within the Illinois Department on Aging (IDoA) formally trained to facilitate the simulations.
- Once simulation had been developed and deployed, IDoA worked with University of Illinois Urbana-Champaign School of Social Work to collect data on the program

 effectively performing a "proof of concept".

Start-up costs included curriculum development, training of facilitators, room rental, and per-hour costs for actors (performing as alleged victim/alleged perpetrator). Sim training centers are typically available through hospitals, probation, and other law enforcement offices.

Program Implementation

IDoA uses two simulation labs for training; both are situated in home-like environments. The sim training uses actors ("standardized patients") through the Southern Illinois University School of Medicine portraying the alleged victim and the alleged abuser. The trainers provide the actors with parameters so that pertinent client issues are observable by the trainee. The actors are also instructed to react to triggers (e.g. become angry, tearful, etc.).

Standardized patients are essential to the education of physicians and other health care professionals. They are coached to portray a clinical scenario in a standardized manner to make the educational experience consistent for each learner. Standardized patients are trained to provide effective feedback, from the patient perspective, directly to the learner or to the assessor as part of the evaluation process.

Source: https://www.med.wisc.edu/ctac/becoming-a-standardized-patient/

Currently, the APS sim training is done online using an onsite proxy who holds a tablet. The proxy is the physical body onsite, with the trainee instructing the proxy "camera left,

camera right, etc." as they do a "walk through". Trainees use the Webex platform with cameras on.

The training agenda uses a problem-based learning model which allows the trainee to note the facts of the scenario, and to explore their hunches, hypotheses, and any "red flag" moments.

To closely emulate an APS/client case progression, the sim trainings are formatted into the following segments:

- **Day 1** Trainee contacts the reporting party.
- **Day 2** Trainee makes initial face-to-face contact with the client alone or client and alleged abuser, using multiple scenarios.
 - Debrief The trainee and the trainer meet to discuss strengths and potential areas of improvement.
- **Day 3** The trainee conducts formal individual interviews with both the alleged victim and the alleged perpetrator/abuser.
 - The trainee completes the Client Assessment Form and considers whether enough evidence has been gathered to substantiate or rule out each allegation.
 - Debrief The trainee and the trainer meet to discuss strengths and potential areas of improvement needed in the trainees' sim casework. Alternate strategies and methods of conducting the investigation may also be offered by the trainer.

As of April 2024, 40 sim trainings have been conducted with 314 trainees. Prior to beginning, the trainees must first participate in a 4-day APS case worker training and pass a test, before moving on to the sim training. Trainees are not assigned cases until they have successfully completed the sim training. All new APS staff must complete sim training, and it is strongly encouraged that experienced staff complete this as well.

Challenges

Challenges encountered during the process of creating the sim trainings included:

- Developing the program during the COVID-19 pandemic, which required a pivot to online training.
- Trainees may be nervous when beginning sim training, but trainers spend time creating a safe environment for the practice, and use supportive language with the trainee, (e.g., issuing cautions vs. wording such as "you made a mistake").

- Discovering the need to limit the number of people present in the training environment to trainees and trainers. Without observers looking on, the trainees reported a more comfortable training experience.
- Ideally, sim training would be conducted in-person. However, the costs of the training could be increased, or even prohibitive. There are advantages and disadvantages to both virtual and in-person training. Currently there are no travel costs associated with the sim training.

Outcomes and Next Steps

The simulation training program evaluation was conducted by the University of Illinois School of Social Work [see Resources].

Survey data and analysis showed that caseworkers and supervisors reported increased confidence in their work after completing sim training. Trainees were surveyed at the following points:

- At Baseline After 4-day classroom training.
- At the end of Day 1 of-sim training.
- At the end of Day 2 of sim training.
- During 3- and 6-month follow-ups to the initial training.

The evaluation report indicated that trainers received high ratings, which correlated to trainees' feelings of confidence and of having accrued learning. The debriefing portion also scored highly. Helpful feedback on debriefing reported by trainees included:

- Being clear about APS role and purpose.
- Reflecting on engagement skills.
- Active listening.
- Effective interview skills.
- De-escalation skills.
- Importance of slowing down.

The long-term vision of the IDoA is to expand sim training by converting other parts of the existing training (i.e., Phase 2 Certification). IDoA is currently updating the certification training to streamline Phases 1 and 2, focusing on rules, statutes, procedures, and on the job training [OJT].

Words of Wisdom

- **Do your research** IDoA researched other sim programs, such as one used by the County of Orange APS in California, plus other allied programs.
- **Build partnerships** both internal and external.
- Work with a sim lab often housed at medical centers, universities, probation/law enforcement offices, etc.
- Use standardized patients or volunteers who are not trainers/facilitators one suggestion was to leverage retired APS staff.

Resources

- University of Illinois Springfield Alliance for Experiential Problem Based Learning (UIS AEPBL) (https://www.uis.edu/aepbl/problem-based-learning)
- Program Evaluation of Adult Protective Services Certification Caseworker Training – Final Report https://cfrc.illinois.edu/pubs/rp_20230211_EvaluationOfAPSTrainingFinalReport.pdf

Background

Promising Practice(s): Adult Protective Services Simulation Training	
APS Program: Advocacy and Prevention Services, Illinois Department on Aging	Program Administration: State Admin/Agency Contracts
Name and Title of Presenters: Brian Pastor, Division Manager; Dana Wilkerson, Deputy Division Manager; Kari Hostetler, Training Administrator; and Claudia Kemple, Training Specialist	Contact Info: Aging.Apstraining@illinois.gov
NATC APS Recruitment & Retention Advisory Board Meeting	Date of Interview: April 17, 2024
Author: Krista Brown	Reviewed by Jaime Morin-Arlett and Brian Pastor

APS Workforce Innovations' (APSWI) Supervisor Coaching Pilot

Brief Description of Innovation/Practice

In California, Adult Protective Services (APS) is administered at the county level (58 counties), with the California Department of Social Services (CDSS) providing the counties with coordination and technical assistance. CDSS contracts with three Regional Training Academies, which are housed within universities, to provide APS training. Adult Protective Services Workforce Innovations (APSWI) is contracted with CDSS to serve the six Southern California counties (Los Angeles, San Diego, Orange, Riverside, San Bernardino, and Imperial).

In the fiscal year 2022-2023, there was an increase in APS training funding statewide. APSWI took the opportunity to develop, implement, and evaluate a coaching pilot program for new APS supervisors, hired or promoted in April 2022 or after. The program goals included enhancing the knowledge and confidence of new APS supervisors as well as assisting them in developing value-based leadership skills.

Focus

At the May 15, 2024 NATC APS Recruitment & Retention Advisory Board Meeting, Dawn Gibbons-McWayne, APSWI Program Director, and Amy Waszak, APSWI Workforce Development Specialist, shared the process of the development, implementation, and evaluation of the coaching pilot program.

Program Development and Implementation

Over the last decade, APSWI has been a part of the movement in California and nationally to develop core competency training and professional development opportunities for APS supervisors. The difficult and important role APS supervisors play in all aspects of APS work made the decision to move forward with the coaching pilot easy.

Additionally, the role and expectations of the APS supervisor have changed over the years. Both Ms. Gibbons-McWayne and Ms. Waszak had been APS supervisors earlier in their careers, and shared that at that time a much more top-down management approach was employed with staff – monitoring work, meeting when a correction was needed,

annual performance evaluations, etc. The word "coaching" was not part of the agency language or culture, per se.

Luckily, this is changing as the research highlights the benefits of coaching, mentoring, and other training supports on job satisfaction and retention. Additionally, staff expectations of support are changing as younger generations of workers join APS.

Pilot Model

After researching coaching models within and outside of APS, APSWI came up with a pilot plan leveraging APS Supervisor Core Curriculum*, both instructor-led and eLearning, plus group and individual coaching sessions offered virtually over Zoom.

Over the course of one-year, APSWI offered eLearnings + instructor-led training (ILT) + 90-minute group coaching sessions for the following APS Supervisor Core Competencies*:

- Competency 1 Understanding Self as Supervisor
- Competency 2 Diversity, Equity, and Inclusion/Transformation
- Competency 3 Supporting Team Building and Individual Development
- Competency 4 Case Consultation and Critical Thinking

Individual coaching sessions were offered throughout the year to give participants a private space to discuss more sensitive issues.

The pilot cohort was limited to 10-12 new supervisors. There was concern from counties about the cohort model; they would have preferred a rolling cohort, but staffing and infrastructure was limited for the pilot.

*APS Supervisor Core Curriculum is available to download for free. For trainees outside of California, there is a fee to access eLearning. The curriculum covers general concepts of APS supervisory roles and responsibilities and is not specific to California.

Coaching Sessions

Amy Waszak, APSWI Coach, studied the role of "coach", and pulled from her own professional experience to develop dynamic group coaching sessions. Her goal was to be inquisitive but not leading. She tied learning from the training into coaching sessions, taking the concepts into practice. She asked participants to try new skills and practices and then follow-up the next session with the group to share difficulties and successes.

Outcomes and Next Steps

APSWI administered evaluations after individual and group coaching sessions, and after all training.

The data show a high level of participant satisfaction, and the qualitative feedback has been positive. Participant feedback included:

- Being able to share experiences with other supervisors and hear how they've handled situations.
- Connections with peers in other counties.
- I can practice applying what's being learned.
- Provides professional guidance.
- Opportunity to discuss scenarios without having to get into personal specifics.

APSWI shared that their pilot goals were achieved. They have a few more individual coaching sessions and one group session yet to be completed. The fiscal year ends June 30, 2024.

If funding is available, APSWI plans to roll out a similar coaching program next fiscal year.

Pilot Challenges

- Attendance Expectations for attendance need to be clear from the beginning and be emphasized more in coaching agreements. Developing a method of tracking attendance is a must.
- **Staffing Changes** A few supervisors dropped from the pilot after changing positions/roles.
- Participation Expectations of participation must be clear from the beginning. Participants are expected to share, try new things, and follow-up.

"Coaching is not a lecture – it's a shared experience."

Amy Waszak

Words of Wisdom for Programs

- Adequate funding and staffing are integral to develop and maintain the coaching program.
- Planning is a huge part of program success.
- Get stakeholder (county) buy-in early. APSWI included county managers in the pilot planning process.
- Use a coaching agreement with clear expectations for attendance and participation.

- Develop methods for tracking attendance and "checking in".
- Identify your coach and trainers early. APSWI had one coach and approximately five trainers for instructor-led training (ILTs). A mix of ILTs and eLearning works well for supervisor time constraints.
- Expectations of time commitments must be manageable and reasonable to avoid hesitation on the part of the participants.
- Understand what makes for good coaching. Seek innovative and engaging practices and develop creative ideas.

Resources

APSWI Supervisor Coaching Pilot Program

https://theacademy.sdsu.edu/programs/apswi/supervisor-training/supervisor-coaching-program/

- NCWWI Infographic Why Coaching is Worth Your Investment
 https://ncwwi.org/document/why-coaching-is-worth-your-investment/
- APS Supervisor Core https://theacademy.sdsu.edu/programs/apswi/supervisor-training/aps-supervisor-core/

Background

Promising Practice(s): Adult Protective Services Supervisor Coaching Pilot		
APS Program: APS Workforce Innovations (APSWI)	Program Administration: Academy for Professional Excellence, San Diego State University, School of Social Work	
Name and Title of Presenters: Dawn Gibbons- McWayne, Program Director and Amy Waszak, Workforce Development Specialist	Contact Info: Apstraining@sdsu.edu	
NATC APS Recruitment & Retention Advisory Board Meeting	Date of Interview: May 15, 2024	
Author: Krista Brown	Reviewed by: Jaime Morin-Arlett, Dawn Gibbons-McWayne, Amy Waszak	

Recruitment and Retention Challenges for Tribes

The Native American Elder Justice Initiative (NAEJI) promotes locally tailored, culturally relevant activities to address the abuse, neglect, and exploitation of American Indian, Alaska Native, and Native Hawaiian (AI/AN/NH) elders and promote justice for the nation's Indigenous elders. NAEJI was created to address the lack of culturally appropriate information and community education materials on Elder abuse, neglect, and exploitation in Indian Country.

Source: https://iasquared.org/naeji/

Background & Focus

The NATC Evaluation Project was invited to participate in the Native American Elder Justice Initiative (NAEJI) Tribal Elder Justice Advocates meeting to begin understanding recruitment, retention, and training best practices and challenges within Tribal APS and Elder Protection programs. Attendees represented program leadership from nine unique Tribes/Nations, representing both large and small membership. Each tribal nation establishes its own criteria for defining older adults, resulting in varying age classifications for elders across different tribal nations. The criteria can usually be found within the elder protection code.

The following is edited for clarity and length.

Question: What are some of the ways your Tribal APS/Elder Protection program finds and recruits new staff?

Answers:

Lisa James, Program Manager, Elder Protection Services, Cherokee Nation works with the Nation's human resources department to hire Family Advocate positions. These advocates are trained in the Cherokee social services programs, and then sent to the Oklahoma Adult Protective Services New Worker Academy. They also complete training on victim's services. These training courses are the basis of learning and becoming familiar with Tribal codes and practices and State of Oklahoma APS regulations and structure.

Mandy Buck, Elder Services Director, Swinomish Tribe leveraged grant dollars to create a new Elder Justice Advocate position, for which she is currently hiring. By adding this position, there will no longer be only one member of staff responsible for both child and elder protection. The Elder Justice Advocate will now take over the cases where there is suspected maltreatment of elders. Approval for the position was a process that involved

the Swinomish personnel committee comprised of a group of tribal members, senators, and tribal human resources staff.

The new Elder Advocate will become part of the multi-disciplinary Swinomish Elder Protection Team, composed of representatives from the Family Services Department, Domestic Violence, law enforcement and a tribal attorney. Future additions to the team include Behavioral Health and physical medicine representatives. The Swinomish Tribal Elder Code is in place to inform them.

Marcia Hall, Shoshone-Bannock Tribes APS used grant dollars in the past to add staff to the APS program. Additional staff allowed for growth in community events and programs for tribal elders which were well-received and built connections with the APS program. Community outreach and networking became more effective once the Shoshone-Bannock community became comfortable with APS and its' goals and purposes. Currently, Marcia faces a funding challenge and is an APS program of one, though she does not let this staffing challenge stop her.

Question: What are some of the unique challenges your Tribal APS/Elder Protection program has with recruiting and retaining staff?

Answers:

Marcia Hall, Shoshone-Bannock Tribes APS shared that due to the small size of the Shoshone-Bannock tribe it is difficult to recruit and retain staff who do not have a relationship, either kinship or other, with clients and/or alleged perpetrators. This can make the role of APS investigator challenging and stressful. Marcia shared from personal experience, "It's hard to have people that aren't going to be related to some of our victims and some of our perpetrators. And that's one of the things that I think that people don't understand that we're here to do a job. I'm related to quite a bit of individuals, but the thing about it is that we have quite a bit of people that have those issues, and I think separating themselves from the position to the job is one of the things that is a drawback."

Marcia shared that developing an APS Task Force and having two members from Tribal Council sit on the it has built greater understanding and support for APS services and interventions. This in turn, has increased opportunities for APS to help the community.

"I believe as much training as you can get for those Tribal APS workers before they're out in the field goes a long way in preparing them for what could possibly come up. And if they're aware of it ahead of time, then that works to their good."

Lisa James, Program Manager, Cherokee Nation

Question: What types of trainings are needed in Indian Country to train and retain staff who productively engage with elders?

Answers:

Lisa James, Cherokee Nation and Margaret Carson, Program Manager, Muckleshoot Tribe APS shared that their entry level social service positions require at least a bachelor's degree. Various levels of education completed in earlier hires indicated that the best candidates for further training and learning Tribal and external processes were those with college degrees. Lisa James felt that the newly hired staff with degrees have been increasingly successful in presenting cases for potential prosecution to the Cherokee Nation Office of the Attorney General.

Partnering with state or local, non-Tribal APS programs was mentioned as a possible training path, especially in states that do not have APS learning academies. By shadowing these APS staff, Tribal APS/Elder Protection can learn in the field effective APS practices that can be applied within Tribes and in accordance with their own Elder Codes.

For example, Lisa James, Cherokee Nation and Mindy Eicher, Director of Social Services and APS, Sac and Fox Nation both spoke of their relationship with the State of Oklahoma APS training program. Training of Cherokee Nation Family Advocates can be a two or three level process, due to State APS and Tribal APS/Elder Protection regulations and codes. Whether new hires are Tribal, other Tribal, or non-Tribal staff they may know little to nothing about Tribal or state codes at point of hire.

Lisa James stated, "We were very lucky in that the state when we first started and we contacted them and they were really gung-ho about having us attend their academies because they saw that we could be a resource because of the number of individuals just in our area, the 14 counties in Northeastern Oklahoma, the number of people who self-identified as tribal members."

Marcia Hall, Shoshone-Bannock Tribes shared that she was fortunate to staff and shadow with the Southeastern Idaho Council of Government Adult Protection. She also found a mentor in Dr. Jaqueline Gray (formerly with NIEJI), walking through what was needed to be an effective adult protection worker in Indian Country. Marcia would like to see training in self-care and stress management developed to help balance the roles of kin/friend and the professional. Including methods for separating "job" from "home" and learning ways to decompress and focus on oneself.

Margaret Carson shared that she is currently developing a 10-module Elder Advocate Training for the Muckleshoot Tribe. She prefers to train new hires individually within the program to cover APS topics and skills that are state and Muckleshoot tribally appropriate. She plans to work with Peggy Jo Archer, Program Coordinator, NAEJI to come up with a template where each tribe could come up with things that would be

helpful for a particular tribe. Tribes are different and "cookie cutter" approaches don't always work. The training incorporates tribal codes and their meanings; tribal policies and procedures; how to take phone calls and handle forms in a non-deterring manner; and specific cultural practices.

Question: Is there anything else you would like to share about your program that we have not already covered?

Answers:

Alicia Park Shell, Community Health and Adult Foster Care Manager, Confederated Tribes of Grand Ronde shared that the Elder Abuse Prevention Program is housed within the Community Health and Adult Foster Care Program. They have four community health workers who assist in the case management of any report received for alleged elder abuse, neglect, or exploitation. Alicia shared that they are in the process of developing a task force that will monitor the steps of the elder abuse investigation, from initial report to case closure.

Trina Aldridge, Elder Abuse MDT Project Coordinator, Adult & Elderly Protective Services Program, Winnebago Tribe shared that the Adult & Elderly Protective Services Program (AEPSP) was established by an award from the Office of Justice Programs (OJP) in 2021.

They have developed tribal codes for elders and youth and are currently developing the policy and procedure manuals. The 15-member case review team is comprised of professionals and

The overall goal of the program is to "serve elder and disabled adult tribe members with community-based, culturally appropriate services that help them feel safe, healthy, and spiritually strong and free from abuse, neglect, sexual & financial exploitation, and the damaging effects of substance abuse."

community members from the surrounding area to offer better collaboration and coordination of services for mutual clients.

Resources

- Native American Elder Justice Initiative (NAEJI) Elder Abuse Codes -https://iasquared.org/naeji/elder-abuse-codes/
- Winnebago Tribe Adult & Elderly Protective Services Program (AEPSP) -<u>https://www.justice.gov/elderjustice/highlighted-networks#winnebago</u>

Training and Collaborating with Tribal Nations in Oklahoma

Brief Description of Innovation/Practice:

Building and growing culturally responsive collaborations and training partnerships with Native American Adult Protective Services (APS) and other programs serving Indigenous adults who may need adult protective services and supports. Efforts included focusing on tribal issues during the Oklahoma APS Training Conference held in January 2024, inviting tribal APS/aging program staff to attend the Oklahoma APS Training Academy (ongoing), offering training on requested APS related topics (ongoing), and developing policies and procedures regarding cross-reporting when the adult in need of APS services is a tribal member (ongoing).

Historical Background

Oklahoma shares geography with thirty-eight federally recognized Native American nations. These nations are sovereign with their own rules, regulations, codes, laws, and culture. Nation members may live anywhere in the community and beyond. Oklahoma Adult Protective Services (APS) wanted to build on existing training collaborations and build new relationships with Native American partners especially considering cross reporting and practice changes related to a recent Supreme Court ruling (*McGirt v. Oklahoma, 2020*).

The following interview with Cathy Wood, APS Training & Grant Programs Supervisor, Community Living, Aging, & Protective Services, Oklahoma Human Services has been edited for clarity and length.

Question: Why focus on training?

Answer: Our tribal partners are sovereign nations, they have their own codes, regulations, and laws. We wanted our staff to have a better understanding of what these sovereign nations do in their tribal programs. It was also about trying to get information about what APS can do/does for tribal partners.

The tribes have many opportunities to provide services to people who are their tribal members, but also many of the tribal programs help individuals who are from a different tribe if they live within that service area. We also have some tribes who have services for

people identified as non-Native American. It's really an opportunity to have better outcomes for the clients that we serve by being aware of what services the different tribal programs have.

Question: What analysis did you do to determine the focus on training? Was there data or feedback from workers?

Answer: Trying to incorporate and include our tribal partners in the *Oklahoma Adult Protective Services (APS New Worker Academy* was started years ago under previous APS leadership. There has been an increase in participation from tribal programs attending the Academy overall. It is projected we will have twelve tribal partners participating in the Academy this fiscal year alone. A lot of what we have done has been to try and continue what is working and to build upon that by strengthening our partnerships.

This is especially important considering *McGirt vs. Oklahoma* (2020), a Supreme Court decision that determined the Creek Nation's reservation was never disestablished for criminal jurisdiction. Once a federal reservation is established, only Congress can diminish or disestablish it and doing so requires a clear expression of congressional intent. This has changed the responsibilities of state prosecutors. For example, a crime occurs on the reservation and the offender is tribal, then that prosecution is not going to come through state court. That prosecution is going to occur either through tribal court or through federal court, depending on the type of crime.

Question: How has this affected state APS?

Answer: The challenge has been what do we do on the APS side - who needs to be involved when we're investigating and where is this occurring? Who is involved? Who's the alleged perpetrator? Who do we need to send our investigatory reports to? Who's going to take that and pursue prosecution? It's still a learning process.

If we receive a referral on the alleged victim and they are Native American, then our policies direct us to send notification to the identified tribe. No matter what tribe that they're affiliated with, we're going to notify that tribe that we have received an APS referral on this individual. [See Appendices - Tribal Notification APS Referral Sample]

Question: So, each tribal program is unique?

Answer: Definitely. Some tribes have their own APS program, and they can provide guardianships services rather than APS who would normally pursue involuntary services, if needed. There are other tribal programs that don't provide guardianship services. If they

were to go out and determined that this was needed, then we would work together to meet the needs of the individual.

There are some tribal programs that only work with certain ages, and they don't really have APS per se, but they may have elder advocates. These elder advocates will try and offer services, but they're not actually considered an APS program. Some tribes send their advocates to the APS training because what they do is very similar, and they want them to learn some of the same skills that we're training in our academies.

Question: Does APS staff find this complicated?

Answer: Yes, the staff find it very complicated.

We used some of our American Rescue Plan Act (ARPA) funding to have an APS training conference for state APS staff in January 2024. We had Bill Benson and Peggy Jo Archer from the Native American Elder Justice Initiative (NAEJI), who came and talked about working with Native Americans. We also had an attorney general from the Cherokee Nation who came and spoke more about the legal aspects specific to Oklahoma and the McGirt ruling and everything that that was affecting.

We are working on updating our policies, MOUs, and developing a dashboard to make it easier to know what tribe to notify under what circumstances. This is needed for both APS staff and staff who conduct long-term care investigations in facilities.

Question: Have you offered staff training on being more culturally responsive when they're interviewing Native American clients and others?

Answer: Yes, we have. We use a lot of the modules that have been developed for training such as Ethics and Cultural Considerations and then we have added some information to that as well. I think it helps when we have our tribal partners in class, because we always try and include them and ask them for suggestions as well as far as what terminology, what would be the best way to approach this to where they give their input on working with their tribal members. We're learning from each other. We do try and train as culturally responsive as we can for any culture that we're working with.

Question: Any other challenges or barriers to working with your tribal partners

Answer: One of the challenges related to the New Worker Academy is the pre-academy workbook that needs to be completed before participants begin. In state APS, our supervisors know the expectation is that they must give this new worker time to complete

the pre-academy workbook for their learning. This can look a little different for our tribal partners. They may not have an entire unit who can go out and continue to see the clients while they're trying to complete the pre-academy curriculum. We don't have the oversight or the ability to make changes for that tribal person in their workload. They're still doing full-time jobs and trying to complete the pre-academy requirements.

The other piece of that is some of what's in the pre-academy workbook is very specific to our state database system. Each tribe is going to be different in how they document and what they have access to, how they work cases. We've really tried to accommodate and adapt. There are certain sections of the pre-academy workbook that now are not required for tribal partners to complete, because it is so different for them. [See Appendices - Pre-Academy Workbook Field Assignments for Tribal Partners]

The best part of it is the working relationships that we see developing between the tribal partners who are attending the New Worker Academy. When we have the graduation, tribal leaders attend and get to meet our supervisors and see the cohesiveness.

Those relationships are

Question: What kind of outcomes are you seeing with all this work?

Answer:

Tribal partners have requested specific training from the state on different topics. For example, at one point we were training assessing decisional capacity for the Choctaw Nation. For another smaller tribe, they requested training on mental health issues that we see in older adults. With ARPA funding, we were able to expand these training offerings. Ongoing we plan to sustain through our budget, but it will be more limited.

To wrap up, I think anytime you can give staff training on something that's going to enhance their skills, that's going to help them to be more comfortable with the work that they're doing. I do feel that the cultural piece and really working with people who differ from ourselves in whatever way that may be, is going to help improve how they work with clients.

Resources

- Tribal Notification APS Referral Sample (See Appendices)
- Pre-Academy Workbook Field Assignments for Tribal Partners (See Appendices)

Background

Promising Practice(s): Oklahoma APS' work around culturally responsive practice with			
Native American clients and tribal partners.			
APS Program: Oklahoma Community Program Administration: State			
Living, Aging, & Protective Services			
Name and Title of Interviewee(s): Cathy	Contact Info:		
Wood, APS Training & Grant Programs	cathyb.wood@okdhs.org		
Supervisor			
Name of Interviewers: Krista Brown and	Date of Interview: 2/20/24		
Lori Delagrammatikas			
Author: Krista Brown	Reviewed by: Lori Delagrammatikas, Sara		
	Stratton, Rebecca Parks, Cathy Wood		



Resources & Tools

Administration for Community Living (ACL)

- Final Rule: Federal Regulations for APS Programs (2024)
- Voluntary Consensus Guidelines (2020)
- Building the Evidence Base for Adult Protective Services (2020)

Ageism

National Center to Reframe Aging

Dedicated to ending ageism by advancing an equitable and complete story about aging in America and providing proven communication strategies and tools to effectively frame aging issues.

National Center on Elder Abuse - Reframing Elder Abuse

Reframing Elder Abuse is a communications strategy that promotes a solutions-oriented approach to age-bias. It highlights the values of elder justice, equity, inclusion, and solidarity.

APS TARC

 <u>National Adult Protective Services (APS) Process Evaluation</u> (Summary and Full Report - Spring 2023)

The National Adult Protective Services (APS) Process Evaluation is based on research conducted by the APS Technical Assistance Resource Center. This evaluation was designed and implemented to describe the current landscape of APS program structure and operations across the United States.

Overview of Use of Tools in APS Practice (Brief – March 2023)

The purpose of this brief is to contextualize, summarize, and provide additional analysis of data that were included in the evaluation report. This brief provides an overview of the current use of tools in APS to help programs understand how they are used in different areas of APS practice. It is not a comprehensive description of all available tools.

Overview of Use of Specialized Staff in APS Practice (Brief – June 2023)

One of the APS TARC Briefs on priority topics that emerged from the APS process evaluation but were not comprehensively addressed in the evaluation report. This brief is focused on the use of specialized staff and units by APS programs.

<u>Strategies for Retention and Recruitment Program Panel Discussion</u> (Webinar Recording - February 9, 2022)

Recruiting, hiring, and retaining quality adult protective services (APS) staff is necessary for program consistency, better service delivery to clients, maintaining staff morale and much more. How do APS programs "staff up" given the challenges of geography, cost of living increases, a global pandemic, normal attrition, etc.? Join four state APS administrators for a discussion on innovative approaches to tackle this tough issue.

<u>Data Dashboards: An Effective Tool for Tracking and Sharing Key Data Elements</u> (Webinar Recording - April 18, 2024).

State adult protective services (APS) programs have been improving the collection and use of data to manage their programs. The complexity of APS casework means that one metric is never enough to support program improvement, transparency and quality assurance efforts. States have developed data dashboards to track and share key data elements within their organizations and, in some cases, with the general public. This webinar provides perspectives and demonstrations from the APS TARC and three states, each at a different stage of implementing a data dashboard, on their experiences. Presentation slides are available <a href="https://example.com/here-example.com/h

• Administrator Toolkit (February 2023)

Whether you are new to the field or simply new to administering a program, managing a state or local adult protective services (APS) program can feel like a daunting task when faced with the daily challenges of staffing, including training and onboarding new professionals, program capacity, quality assurance, and meeting the health and safety issues of clients and professionals. This toolkit intended to help orient new administrators to the world of APS.

• APS TARC Training Toolkit (2022)

The focus is on nationally available, no or low-cost curriculum and training materials, webinars, videos, etc. This toolkit is appropriate for APS administrators,

trainers, supervisors, and frontline staff. It includes briefs, training resource lists, training development and delivery tools, sample training policies and procedures, and a sample training plan.

• <u>Trauma on the Job: Surviving Exposure in APS</u> (Podcast - April 2024)

Jennifer Spoeri, APS TARC Subject Matter Expert, speaks with Taryn Hughes who trains human services professionals regarding compassion fatigue and vicarious trauma. Ms. Hughes is a compassion fatigue therapist with Forest Hughes and Associates. Concepts discussed include: how APS professionals normalize what they see on the job, how to limit trauma exposure, and tips on self-care, coping, and resiliency.

Education

Adult Protective Services MSW Training Program (CA)

To learn more, see APS Promising Practices - California's MSW Stipend Program

Multnomah County, Oregon - College to County (C2C) Mentorship

Workforce development and pipeline initiative that recruits, hires, and develops students of color, low-income students, and students with disabilities, through focused mentorship and leadership development opportunities.

2023 APS Internship - Case Management Assistant (CMA)

National Center on Elder Abuse

- What Social Work Students Need to Know About Elder Abuse (Infographic)
- What College Students Need to Know About Elder Abuse (Infographic)

Sacramento State University, California – Gerontology Program New Courses

• Gerontology 125: Moving Toward Equity in Aging Policy and Practice

This course examines California's state programs, services, and funding streams that support low-income older adults and persons with disabilities. It is focused on addressing equity, parity, funding and access. Students will be introduced to

California's innovative Master Plan for Aging. Through studying past shortfalls and new approaches, this course will inform a new and diverse workforce in order to serve historically underserved communities, including BIPOC, Latinx, API, and LGBTQ+.

• Gerontology 225: Moving Toward Equity in California Aging Policy & Practice

This course examines California's programs, services, and funding streams that support low-income older adults and persons with disabilities. Students will be introduced to California's innovative Master Plan for Aging with its focus on equity, parity, and access. Using analytical, evaluative and leadership skills, students mentor <u>GERO 125</u> students to address policy and program needs of vulnerable constituencies. This course will inform a new and diverse workforce prepared to engage underserved communities, including BIPOC, Latinx, API, and LGBTQ+.

Indigenous Aging/Elder Justice

Native American Elder Justice Initiative (NAEJI)

Promotes locally tailored, culturally relevant activities to address the abuse, neglect, and exploitation of American Indian, Alaska Native, and Native Hawaiian (AI/AN/NH) elders and promote justice for the nation's Indigenous elders.

Justice in Aging Issue Brief: <u>Justice for Tribal Elders: Issues Impacting American</u> <u>Indian and Alaska Native Older Adults</u>

Introduces legal and aging advocates to information on health, economic, and other barriers for tribal elders; laws, government programs, and eligibility rules unique to tribal communities; and the necessary cultural competency to better serve tribal elders.

Research

<u>Database of promising interventions to prevent and respond to abuse of older people</u> (2024)

The database contains 89 promising interventions identified through a rigorous search and screening of nearly 14,000 scientific studies. The aims of these interventions include: (1) improving knowledge of abuse of older people among professionals to increase the likelihood of detection and reporting; (2) raising awareness of the issue; (3) reducing mental health symptoms among victims of abuse; and (4) preventing abuse. A product

of the UN Decade of Healthy Ageing <u>intervention accelerator to prevent and respond to abuse of older people</u>.

Training/Coaching

National APS Training Center (NATC)

The NATC serves as a source of no-cost, quality education for adult protective services (APS) professionals throughout the United States and territories.

APS Workforce Innovations (APSWI)

APSWI is a training program of the Academy for Professional Excellence, a project of the San Diego State University School of Social Work. They provide no or low-cost innovative workforce development materials to APS professionals and their partners in California and beyond.

National Adult Protective Services Association (NAPSA)

In-person / Instructor-led APS core curriculum trainings for supervisors and staff codeveloped by NAPSA, APS Workforce Innovations, and Arizona APS.

Training Resources on Elder Abuse (TREA)

A collaboration between the University of Southern California Department of Family Medicine and Geriatrics and National Center on Elder Abuse (NCEA) provides a searchable database of elder abuse related videos and other training materials designed for professionals, caregivers and the community inspired by the Elder Justice Roadmap.

Why Coaching is Worth the Investment Infographic (NCWWI)

This infographic describes why it is important for (child welfare) programs to invest in coaching to support employees and their leadership development.

Workforce Development Models

Adult Protective Services Workforce Innovations (APSWI)

- APS Leadership Development Framework: Research Report (2019)
- APS Leadership Development Framework: Workforce Development Plan (2019)

Geriatrics Workforce Enhancement Program Coordinating Center (GWEP-CC)

The GWEP-CC serves as a strategic resource for the Health Resources and Services Administration (HRSA)'s GWEP grantees. The goal of the GWEP-CC is to support GWEPs by providing programming and resources tailored to their needs and focused on preparing the healthcare workforce to care for older adults.

National Child Welfare Workforce Institute's (NCWWI) Workforce Development Framework (WDF)

The WDF can guide agency leaders to improve the health of their workforce. It describes the key elements of an effective workforce and evidence-informed strategies to develop each component.

Videos

Arizona Department of Economic Security

- APS Recruitment Video https://youtu.be/tusdxA7Gass?si=nl5fhLvkQbi5DMCB
- APS Recruitment: What We Do https://youtu.be/yfrFznmNoUA?si=GL0tlsIYj2xLFytP
- APS Recruitment: Joining Our Team https://youtu.be/up9VXiUb3AY?si=8h0bkjo2FuYfkoWg

Kansas Department for Children and Families

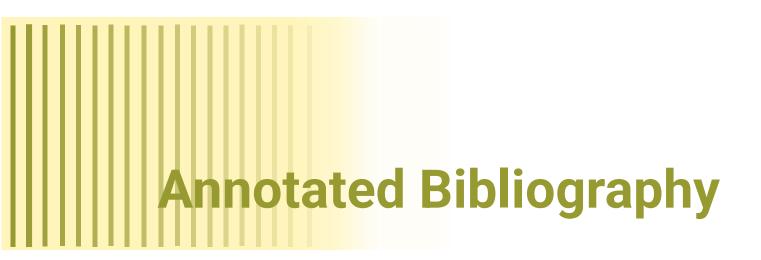
APS Supervisor Strengths Video - https://vimeo.com/853121549/a5f773a6c7
 Kansas APS Supervisors and Administrators speak about their experiences with Gallup CliftonStrengths® and how learning their strengths helped them better support their teams.

Texas Department of Family and Protective Services

Working for Adult Protective Services - https://youtu.be/RCMF1y-TaMU?si=M1uLWQI6_Z7Ep9JK

Virginia Department for Aging and Rehabilitation

A Day in the Life of an APS Worker - https://youtu.be/afsl-9dg4S0?si=GAj7V-m7b0agT_hh



Annotated Bibliography

Focus Areas

- Systems
- Recruitment & Retention (APS, CPS, Human Services, social work)
- Resiliency Characteristics/Burnout (APS, CPS, social work, nursing, like fields)
- <u>Training</u>

Systems

Title	Adult Protective Services in 2022: Responding to Evolving Needs in a Changing Environment
Authors	ADvancing States
Year	2024
Summary	Published findings from the ADvancing States 2022 national survey of Adult Protective Services (APS) Programs identifying trends related to topics such as caseload, staff retention, and client assessment. Additionally, there was a special focus placed on clients experiencing self-neglect.
Findings	Eight key themes emerged from the 2022 National Survey of Adult Protective Services Programs. Themes: APS is a state program that operates uniquely from state to state; use of standardized screening and assessment beyond intake could be increased; APS works collaboratively; APS staffing is relatively stable; use of tools for caseload/workload/staffing are inconsistent across states; allegations of persons experiencing self-neglect is the most prevalent reported to APS, additional supports beyond case closure are needed; states are piloting innovative approaches for cases involving self-neglect; and Medicaid financing is a funding option for APS and increased relationships with Medicaid can be advantageous for APS programs/clients.
Citation	Adult Protective Services in 2022: Responding to Evolving Needs in a Changing Environment (2024). ADvancing States. https://www.advancingstates.org/hcbs/article/adult-protective-services-2022-responding-evolving-needs-changing-environment

Title	National Process Evaluation of the Adult Protective Services System
Authors	National Adult Protective Services Technical Assistance Resource Center (APS TARC)
Year	2023

Summary	The Administration for Community Living (ACL) contracted with the APS TARC to conduct the National Process Evaluation of Adult Protective Services System (National Evaluation). The purpose of the evaluation is to understand APS program structure and operations across the United States. The evaluation consisted of three components: Review of state APS policies, Inventory of state practices and service innovations, and understanding APS outcomes in a systems context; the APS Logic Model
	provided a framework for the research.
Findings	Key findings: Many policies and practices are shared across programs but few are universal; APS programs face two legal/ethical tensions – application of a legal framework ("investigations") to a social service need and increasing safety while upholding a right to self-determination; eligible population for APS varies from state to state but APS practice is not population specific; APS programs are administratively located and operated in different ways within state government; there is a need for increased internal consistency in practice to ensure high-quality casework; there are uneven development and resources across state programs; APS supervisors are critical for ensuring program quality and consistency; and APS programs are dependent on partnerships.
Citation	National Process Evaluation of the Adult Protective Services System (2023). National Adult Protective Services Resources Center.
	https://apstarc.acl.gov/evaluation#gsc.tab=0

Title	Using Administrative Data to Improve Adult Protective Services: A Report of the APS Administrative Data Initiative
Authors	Kenneth J. Steinman, Joy S. Ernst, Mary Twomey, Zach Gassoumis, Olivia Valdes, Heather Mutchie, and Karl Urban.
Year	2023
Summary	As federal agencies support the development of, and access to data systems for adult protective services (APS), researchers and practitioners are increasingly using administrative data to study different types of adult maltreatment and the systems that respond to them. To date, APS programs have had little guidance about how best to use these data. The APS Administrative Data Initiative (AADI) aims to build on the work of the APS TARC, NAMRS and NAPSA by proactively engaging APS practitioners and researchers from across the nation and encouraging them to consider how APS administrative data can help them better understand adult mistreatment and improve their efforts to address it.
Findings	The report describes AADI goals, work to date, and presents ideas for continued growth.

Citation	Steinman, K. et al. (2023). Using Administrative Data to Improve Adult Protective Services: A Report of the APS Administrative Data Initiative. National Adult Protective Services Association.
	https://www.napsa-now.org/wp-content/uploads/2023/07/AADI-report- _Using-Administrative-Data-to-Improve-APS.pdf

Title	California Adult Social Services Workforce Report
Authors	Emmeline Chuang et al.
Year	2021
Summary	The Bay Area Social Services Consortium (BASSC) partnered with the Mack Center and CalSWEC at the University of California, Berkeley, to develop a statewide survey to better understand how county Adult Social Services programs were structured and staffed, and identify practices affecting recruitment, retention, and diversity of the adult and aging services workforce. The survey focused on the following five Adult Social Services programs: Adult Protective Services, In-Home Supportive Services, Public Guardian, Public Conservator, and Public Administrator.
Findings	The County Welfare Directors Association (CWDA) Adult Services Committee assisted with statewide dissemination of the survey, which was fielded between September to October 2021. Of the 58 counties that received a link to complete the survey, 52 counties (90%) participated in the survey. This report summarizes key survey results in the following domains: - Program structure - Staffing levels - Differences in job classifications and pay scales - Barriers to recruitment and retention* - Human resource (HR) policies and practices that influence recruitment, retention, or diversity, equity, and inclusion in the workplace.
	*Counties were provided with a list of barriers to staff recruitment and retention and asked to identify all that were salient in their communities. The primary three barriers that emerged were non-competitive salary (65%; 34 of 52 counties); limited experience or credentials of the applicant pool (58%), and housing costs (42%).
Citation	Chuang E, Carnochan S, Yang E, Davis EM, & Dill J. (2021). <i>California Adult Social Services Workforce Report</i> . Berkeley, CA: Bay Area Social Services Consortium, the Mack Center on Public and Nonprofit Management in Human Services, and the California Social Work Education Center, School of Social Welfare, UC Berkeley.
	https://calswec.berkeley.edu/sites/default/files/cass_workforce_report_2021_fin_al.pdf

Title	Supporting the Adult Protective Services Workforce
Authors	Tim Bates, Susan Chapman
Year	2020
Summary	This report summarizes information from published literature and key- informant interviews with APS stakeholders and outlines four areas of critical need for APS agencies; the report also provides examples of workforce initiatives that have been successfully undertaken by APS agencies already.
Findings	The areas of need for APS agencies are 1) education and training, 2) interdisciplinary teamwork, 3) federal funding and administration, and 4) turnover. Heavy caseload was one of several contributing factors (salary, staff morale, resources, etc.) in the high rates of turnover within APS.
Citation	Bates, T., & Chapman, S. (2020). Supporting the Adult Protective Services Workforce. https://healthworkforce.ucsf.edu/sites/healthworkforce.ucsf.edu/files/hwrc_aps_report_2.12.2020_FINAL.pdf

Title	The Unsolved Challenge of System Reform: The Condition of the Frontline Human Services Workforce
Authors	The Annie E. Casey Foundation
Year	2003
Summary	A report conducted by the Annie E. Casey Foundation on the job conditions of child welfare, childcare, juvenile justice, youth services sectors. Greatest challenges for the workforce included: - Insufficient numbers of quality staff - Worker turnover - Lower pay than for other comparable jobs - Limited opportunities for growth and advancement - Poor or limited supervision - Rule bound jobs drive away entrepreneurial workers
Findings	Suggestions for solving challenges state above: - Enhance flexibility and freedom to hire - Reward performance and effectiveness - Create reasonable workloads - Build career paths internally - Provide clear expectations around performance - Provide on the job training and development - Provide option to change bad management or supervision - Adequate base compensation
Citation	The Unsolved Challenge of System Reform: The Condition of the Frontline Human Services Workforce. (2003) https://eric.ed.gov/?id=ED476054

Recruitment & Retention

Title	What else is there to say? Reflections of newly hired child welfare workers by retention status
Authors	Desirée D. Burns, Lisa Langenderfer-Magruder, Anna Yelick, Dina J. Wilke
Year	2023
Summary	Data from wave 3 of the Florida Study of Professionals for Safe Families (FSPSF), a longitudinal study of the child welfare workforce, was used. The final analytic sample size was 192 (stayers n = 113, leavers n = 79). The participants were early-career, 12-months post-baseline, frontline child welfare workers; approximately 40 % of the workers had left their baseline position or agency. Study limitation - Given the sample and methodology, the findings are not generalizable. Participants are from one southern state in the United States and may differ from other locations.
Findings	Four primary themes emerged from the data: 1) rewarding, but difficult; 2) unsupported; 3) overworked; and 4) undervalued.
	Some differences between stayers and leavers:
	 Stayers more frequently noted the benefits of on-the-job experience than did leavers. Differences between stayers and leavers also emerged in perceived support, with stayers offering more critique and praise of collegial support. Positive support experiences (e.g., from supervisors, coworkers) nearly always came from stayers, with several citing it as instrumental in their retention decision. Radey and Stanley (2018) found newly hired workers want "hands on" supervision (e.g., micromanagement, checklists) to help them learn the administrative side of the position. Leavers more often shared frustrations about unreasonable time expectations (e.g., overtime or lack thereof, working on days off) and lack of personal time. Stayers more frequently spoke of unrealistic workload and unreasonable responsibilities (e.g., transports, watching kids, use of personal vehicle) in combination with the pressure of remaining within an allotted 40-hour work week. Notably, compensation frustration was most frequently co-coded with work burden and work-related negative health consequences, indicating that stress, high work expectations, and compensation may be linked. It may not be the salary figure that workers find unacceptable but rather the amount of compensation relative to the difficult work conditions and corresponding personal consequences that they endure. *Organizational factors emerged as primary concerns and should be priorities for administrators addressing workforce turnover and retention.

Citation	Burns, D. et al (2023). What else is there to say? Reflections of newly-hired
	child welfare workers by retention status. Children and Youth Services
	Review, 144
	https://doi.org/10.1016/j.childyouth.2022.106731

Title	The Mental Health Services Act Stipend Program for MSW Students: A Retrospective Study of Program Outcomes and Impact
Authors	E. Maxwell Davis, Xi Chen
Year	2022
Summary	MHSA Stipend Program served 2,373 MSW students at 22 accredited MSW programs between academic years 2005-06 and 2018-19. CalSWEC conducted a retrospective study that examined training outcomes, career
	trajectories and retention in public service among program graduates. Eight key questions.
	 Did the MHSA Stipend Program achieve its recruitment goals in relation to racial/ethnic diversity, language fluency, and consumer experience among trainees?
	Did the MHSA Stipend Program achieve its training goals in relation to statewide dispersion of training efforts and resources?
	3. How do MHSA Stipend Program graduates assess the value and quality of their MHSA training, especially in relation to its fidelity to MHSA principles and practices?
	4. How do MHSA Stipend Program graduates assess the impact of their MHSA training, especially in relation to employment in California's public behavioral health system?
	5. After completing MHSA training and over time, are MHSA Stipend Program graduates committed to applying MHSA principles and practices to their work?
	6. What do MHSA Stipend Program graduates' careers look like over time, in terms of their fields of practice, employment settings, professional roles, and pursuit of licensure?
	7. Are MHSA Stipend Program graduates employed and retained in California's public behavioral health system after completing required MHSA service?
	8. What factors best predict the employment and retention of MHSA Stipend Program graduates in California's public behavioral health system?
Findings	 61.7% of MHSA trainees identified as people of color, including 33.1% who were Latinx.
	 62.0% of MHSA trainees were able to provide services in languages other than English.
	 99.2% of all MHSA Stipend Program awardees successfully completed the MSW degree and all MHSA training requirements.

- 93.8% of MHSA graduates completed required service as MSW employees in county and contract agencies within California's public behavioral health system after graduation.
- MHSA graduates completed required MSW service in all five of California's behavioral health service regions and in 54 of 59 public behavioral health systems.
- 1,086 MHSA graduates representing all participating MSW programs and 13 of 14 training cohorts provided follow-up data between August 2018 and June 2019.
- 91.6% of MHSA graduates surveyed continued their employment in California's public behavioral health system beyond their completion of the MHSA service obligation.
- On average, these MHSA graduates earned their MSWs 6.6 years prior to being surveyed, and were employed in California's public behavioral health system for 4.1 years after completing required MHSA service.
- Up to 13 years post MSW graduation, 55.6% of these MHSA graduates were still employed in California's public behavioral health system when surveyed
- 75.0% of graduates surveyed reported that MHSA Stipend Program participation provided extremely strong motivation for them to pursue employment in the public behavioral health system.
- 63.8% believed that MHSA training was very or extremely helpful for securing employment in the public behavioral health system.

Motivators to remain in public behavioral health service:

- 85.3% identified the mission or meaning of their work as a strong motivator to remain in the field
- 76.7% identified relationships with colleagues
- 74.1% identified their pursuit of clinical licensure.
- 73.9% identified their level of personal satisfaction with their work
- 69.2% identified the quality of their professional colleagues
- 60.7% identified the quality of their supervision.

Strongest motivators to leave public behavioral health as a field:

- 59.4% identified their strongest motivator to leave the field as general stress levels
- 54.9% identified the amount of paperwork required
- 52.3% identified general productivity demands
- 45.4% identified the sizes of their caseloads
- 41.6% identified their salary levels

Citation

Davis, E.M. & Chen, X. (2022). The Mental Health Services Act Stipend Program for

MSW Students: A Retrospective Study of Program Outcomes and Impact.
California
Social Work Education Center, School of Social Welfare, UC Berkeley.
https://calswec.berkeley.edu/sites/default/files/mhsa_retrospective_study_white_paper_final.pdf

Executive Summary:
https://calswec.berkeley.edu/sites/default/files/mhsa_retrospective_study_summary_final.pdf

Title	Caseload and Workload Management
Authors	Child Welfare Information Gateway, Children's Bureau (ACF)
Year	2022
Summary	A brief summarizing the benefits of reasonable caseloads, assessing case
	or workload; strategies for managing case and workload
Findings	Reducing case and workloads is complex and requires a balance of managing staff vacancies, best practices, and innovative tools to reduce documentation and admin time; Child Welfare League of America set caseload standards in 2012, but did not in 2018 – instead recommending each agency conduct their own; reasons for high caseload include complex cases, high turnover; suggestion to move away from caseload standards and towards workload standards (accounts for nuance outside of number of cases). Benefits of reasonable caseloads and manageable workloads: Provide higher quality services to families Achieve positive outcomes for children and families Improve caseworker retention Support caseworker well-being Improved performance on the CFSRs Compliance with legislation/litigations Strategies for Case/Workload Management Consolidate requirements/processes CQI to monitor and promote effective practice Use tools and technology
Citation	Caseload and Workload Management. (2022). (Issue Briefs, Issue. C. W. I.
	Gateway.
	https://www.childwelfare.gov/pubPDFs/case_work_management.pdf

Title	Payer-Provider Partnership to Identify Successful Retention Strategies
	for the Behavioral Health Workforce

Authors	Shari Hutchinson, Amy Herschell, Katie Clauss, Kristen Hovorka, Deborah Wasilchak, Matthew Hurford
Year	2021
Summary	Collaboration among a Medicaid, behavioral health managed care organization (BHMCO), county mental health officials, and behavioral health providers across Pennsylvania to acknowledge and address issues of the behavioral health workforce. The goal of the project, STAR (Staff Assessment and Retention), was to utilize the expertise of community-based agency leadership in merging academic knowledge of staff retention strategies with provider-tested approaches. It was designed to: 1) share information on research-based approaches, 2) identify strategies that providers find successful yet feasible, and 3) develop a learning community around research-based, community-informed strategies to increase staff retention.
	Participants from 87 community-based behavioral health providers completed a survey about successful strategies and barriers to staff retention, current retention and turnover rates, and ratings of commonly used strategies supported by research.
Findings	Successfully demonstrated but less utilized strategies included: - Use of exit and stay interviews, - Training in best practices, - Availability of electronic records and other technology, - Flexible work schedules. Providers reported the - type of employment offered (full or part time, benefits, competitive wage; reported in 17% of responses), - ability to offer training and staff development (13%) and - using staff feedback (10%) were most important to retention. Top five activities associated with staff retention: regular supervision meetings, access to administrative support, ongoing training in best clinical practices, staff safety and vicarious trauma policies/resources/trainings, peer to peer communication. Future action plans will focus on three areas: 1. improving workforce recruitment through community outreach, 2. development of career ladders and incentive/promotion processes, and 3. improving supervision.
Citation	Hutchison, S.L., Herschell, A.D., Clauss, K., Hovorka, K., Wasilchak, D.S., & Hurford, M.O. (2021). Payer–Provider Partnership to Identify Successful Retention Strategies for the Behavioral Health Workforce. <i>Progress in</i>

Community Health Partnerships: Research, Education, and Action 15(2), 151-
160.
https://doi.org/10.1353/cpr.2021.0018.

Title	Child Welfare Workforce Task Force: Literature Review, Employer Survey,
	and Recommendations
Authors	Laura Lee, Steve Tran, Michael T. Braun, Robin LaSota, Tamara L. Fuller;
	Illinois School of Social Work, Children and Family Research Center; Child
	Welfare Workforce Task Force (Public Act 100-0879)
Year	2020
Summary	Report summarizing three methods of data collection (some interrupted because of COVID)
	1. Literature Review
	 a. State of the workforce, turnover, and retention in Child Welfare
	b. Impact of turnover and retention on child welfare systemc. Factors associated with turnover and retention
	d. Strategies to address retention
	2. Child Welfare Employer Survey
	a. Number of caseworkers and supervisors employed
	b. Position vacancies at time of survey
	c. Average, min, and max salaries for caseworkers and
	supervisors d. Turnover rate, calculated using # of employees that left in the
	last year divided by average number of workers and multiplied by 100
	e. Reasons why caseworkers and supervisors left
	3. Task Force Recommendations
	a. Worker recruitment
	b. Worker retention
	c. Racial equity
Findings	1. Literature Review
	 a. State of the workforce, turnover, and retention in Child Welfare
	i. References 2001 national study of workforce found
	20% of child welfare workers, 8% of public supervisors,
	and 28% of private sector supervisors left job annually
	b. Impact of turnover and retention on child welfare system
	i. Relationship between turnover, child welfare system
	performance or processes and child/family outcomes
	has not been supported by evidence, but is logical – difficult to know whether turnover is the cause or
	symptom of system malfunction
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- ii. 2003 US Government Accounting Office (GAO) did focus groups with child welfare workers about turnover – found turnover was disruptive, impacted relationships with families, longer decision times
- iii. GAO report also found relationship between workforce deficiencies and caseworker ability to perform quality case management; did not link turnover to child welfare outcomes though (maltreatment recurrence, placement stability, attainment of permanency, etc.)
- iv. Bureau of Milwaukee Child Welfare (BMCW) assessed turnover as the number of caseworkers assigned to ongoing permanency cases over 21 months. Correlational analysis with limited controls, described as a weak eval design.
- v. National Council on Crime and Delinquency examined relationship between turnover rates, workplace characteristics, case standard compliance, and substantiation outcomes in 12 California counties found that turnover rates were highly correlated with substantiated maltreatment recurrence, but no causal findings
- c. Factors associated with turnover and retention
 - High influence: stress, emotional exhaustion, job satisfaction, caseload, training, unmanageable workload, burnout
 - Burnout younger with fewer years of experience
 - ii. Moderate influence: compensation, organizational culture
 - iii. Low influence: demographic predictors, caseload size, average worker caseload
- d. Strategies to address retention
 - i. Worker trainings
 - 1. Simulation training, supervisor training/TOL, job related competency-based training
 - ii. Access to peer and supervisor support
 - iii. Building proficient organizational culture, transformational leadership, design teams, Availability, Responsiveness and Continuity Organizational Intervention (ARC)
- 2. Child Welfare Employer Survey
 - a. Number of caseworkers and supervisors employed: average of 18 caseworkers and 4 supervisors (ratio of 3.5 to 1)

- b. Position vacancies at time of survey: Average of 2.1 vacant positions for caseworkers (low)
- c. Average, min, and max salaries for caseworkers and supervisors: caseworkers' average salary \$37,000/year, supervisors \$51,000
- d. Turnover rate, calculated using # of employees that left in the last year divided by average number of workers and multiplied by 100: average caseworker turnover = 24.5%, supervisor avg. turnover = 13.3%
- e. Primary reasons why caseworkers and supervisors left
 - i. Offered higher salary elsewhere
 - ii. Promoted within agency
 - iii. Left child welfare
 - iv Moved
 - v. Retired

3. Task Force Recommendations

- a. Worker recruitment
 - i. 5-year pilot program offering annual financial aid to social work students specializing in child welfare (\$10,000, 75% match from federal govt)
- b. Worker retention
 - Reduce or minimize paperwork for direct services staff
 - ii. Support and training for supervisors to effect best practices and team building
 - iii. Support strategies that have been shown to positively impact retention (team-based approaches, development of credentialed paraprofessionals)
 - iv. Minimize or eliminate salary disparity between direct staff employed by DCFS and those in POS child welfare providers
 - v. Support training models for direct service staff
 - vi. Build relationships between direct service staff and local courts
 - vii. Support implementation of trauma informed model to protect health and well-being of staff
 - viii. Develop data collection process to measure and evaluate impact of work on staff

4. Racial equity

- a. Found lack of diversity and inclusion by race in several regions (7, 8)
- b. Need to increase hiring of African American, Latino, and Asian staff as officials and administrators in region 7
- c. Need to hire Latino staff in all jobs in Region 8

	d. Need to conduct annual review of hiring processes to assess diversity hiring practices and identify racial inequalities
	e. Need diverse Rutan interview panels that represent population served
	f. Recruit in minority communities to increase diversity of applicants
	g. Repeal 20 ILCS 405/405-413 new, Sec. 405-413 (geographic
	consolidation of state employment positions Act to allow for
	more diversity and inclusion in candidate pool
Citation	Lee, L., Tran, S., Braun, M. T., LaSota, R., & Fuller, T. L. (2020). Child Welfare
	Workforce Task Force: Literature Review, Employer Survey, and
	Recommendations.
	https://cfrc.illinois.edu/pubs/rp_20210205_ChildWelfareWorkforceTaskF
	orce:LiteratureReviewEmployerSurveyandRecommendations.pdf

Title	SACHS Research Report: Understanding, Motivating, and Engaging the Younger Workforce (August 2020)
Authors	Joanne Chen, Academy for Professional Excellence, San Diego State University School of Social Work
Year	2020
Summary	Research report summarizes literature, data and study findings on the common needs and motivators of the younger workforce specifically Generation Y/ Millennials and Generation Z. Includes research-based practices and tools.
Findings	Gen Y and Gen Z share common needs and motivators: - Financial/job security - Challenging and meaningful work - Opportunity to make a difference - Organization contributes to community - Opportunities for career advancement - Freedom and flexibility in how/when they work - Transparency and open work environment - Dedicated colleagues - Desire to receive feedback and face-to-face communication Gen Y desires work-life balance. Gen Z approaches work with entrepreneurial and diversity mindset and likes to hit the ground running in new roles. Promising practices/practical applications: - Sharing the organization's purpose and values and matching those values to applicants during recruitment. Also, screen for cultural fit Train managers to provide constructive feedback, transparency, and career path guidance.

	 Implement mentoring or reverse-mentoring program Use gamification elements to recruit, onboard and ongoing employee engagement (e.g. gamified assessments, leader boards, collaboration) Improve Gen Z writing skills Watch for stereotyping, each person is a unique individual with different strengths and experiences.
Citation	Chen, Joanne. (2020). SACHS Research Report: Understanding, Motivating, and Engaging the Younger Workforce. Academy for Professional Excellence, San Diego State University. https://theacademy.sdsu.edu/programs/sachs/sachs-research/

Title	The Behavioral Health Workforce in Rural America: Developing a National Recruitment Strategy
Authors	Nancy Baum, Jaque King
Year	2020
Summary	Study purpose - to interview state-level experts in rural health and behavioral health to characterize the approaches they use to recruit and retain behavioral health workers to rural areas of their states. Interview subjects were identified from a purposeful sample of experts from state offices of rural health, offices of health workforce/health professions, and state mental health agencies. Many respondents suggest that greater investment in pipeline programs
	and loan repayment programs may go the farthest to address the gaps in rural recruitment and retention of behavioral health workers.
Findings	Completed 75 1-hour interviews with experts from 47 states. State experts included 45 from rural health offices and 30 from behavioral health offices, and nearly all had been in their positions for >2 years.
	Strategies to recruit and retain behavioral health workers to rural areas included: Loan repayment and scholarship programs, pipeline/pathway programs, visa waiver programs, and online job databases were the most common tactics.
	Many worked to retain providers by investing in telehealth, expert consultation (e.g., Project ECHO—Extension for Community Healthcare and Outcomes Model), integrated care environments, and learning collaboratives to create supportive work culture and reduce burnout.

Experts were enthusiastic about the perceived effectiveness of pipeline programs, but few track data about actual recruitment to behavioral health professions in the state because of such programs. One program that did track results found it was more effective to target college undergraduates than middle or high school students. Most pipeline programs seek to broadly engage young people in all health professions, but a few do have programs specifically designed to expose students to career opportunities in behavioral health. Innovative approaches being implemented or considered to improve recruitment and retention included: Public private partnerships to fund additional loan repayment programs and scholarships, inform educational institutions of workforce training needs, cosponsor conferences, and fund pipeline programs. Tiered certification to move providers into the field earlier in their training, with supervision, or requirements for service following clinical supervision. Inventive pipeline programs that included specialty training such as mental health first aid or peer support trainings, and reach from middle school through college. Funding for additional loan repayment beyond traditional National Health Service Corps (NHSC) programs including state-only funding, or partnered funding between states and foundations or states and health systems/facilities; and Efforts to improve work/life balance such as job sharing and flexible work schedules. Citation Ann Arbor: Center for Health Research Transformation, University of Michigan

Child protective services workforce analysis and recommendations (Texas)
Dimple Patel, Madeline McClure, Sophie Phillips, Dana D. Booker
2017
Document Review
Research Questions:
1. What are the current issues within the CPS system that contribute to high turnover?
2. What past reform and transformation efforts worked or failed?
3. What recommendations can be made to ensure CPS has a strong and stable workforce?

Findings	Caseload measurement does not reflect actual workload or complexity of cases (1 case could involve 10 family members); caseloads are calculated differently for different stages of investigation; caseloads assigned to workers in highest-risk zip codes should adhere to national standards due to complexity; employee turnover has major impact on caseload burden; hiring times have decreased, but having a new employee doesn't immediately help with caseload burden; hiring fairs did not improve turnover, but hiring based on current and projected vacancies ("just in time" replacement hiring ahead model) reduced turnover from 46 to 27%)
	*Compensation: Market-Driven Cost-of-Living Salary Differential; Performance-Based Merit Pay; Career ladder
	*Secondary Traumatic Stress/Burnout: DFPS has created an Office of Worker Safety, to provide support and debriefings after critical incidents occur; supportive supervision, lower staff to supervisor ratio to 5:1; mentoring
Citation	Patel, D., McCLure, M., Phillips, S., & Booker, D. D. (2017). <i>Child Protective Services Workforce Analysis and Recommendations</i> .
	https://ncwwi.org/files/Retention/Child_Protective_Services_Workforce_A nalysis_and_Recommendations.pdf

Title	SACHS Literature Review: Recruitment and Retention in Health and
	Human Services
Authors	Chelsea Payne, MSW, Academy for Professional Excellence, San Diego State
	University School of Social Work
Year	2015
Summary	Review of recruitment and retention problems and strategies in public
	health and human services, with a focus on child welfare services. Includes
	American Public Human Services Association [APHSA]. (2005). Report
	from the 2004 Child Welfare Workforce Survey results and strategies.
	Includes research on realistic job previews, creative recruitment, hiring, and
	orientation strategies. Additionally includes using design teams in child
	welfare, addressing workload management, burnout and wellbeing,
	recognition strategies, and Return to Work programs.
Findings	N/A
Citation	Payne, Chelsea. (2015). SACHS Literature Review: Recruitment and
	Retention in Health and Human Services. Academy for Professional
	Excellence, San Diego State University.
	https://theacademy.sdsu.edu/programs/sachs/sachs-research/

Title	An Analysis of Caseloads in Case Management Agencies Contracted by the New York City Department for the Aging (DFTA)
Authors	Manoj Pardasani, Fordham University

Year	2014
Summary	This mixed methods study included a literature review, an online survey, focus groups, and job shadowing to better understand the caseloads and associated challenges of case managers, supervisors, and social workers at 16 agencies contracted by NYC DFTA to care for frail, home-bound, elderly adults.
Findings	A survey of 83 case managers yielded the following: - Average number of cases held by workers was 75, with an average of 24 clients per week - Client work took ~25 hours per week
	Follow-up report on the work of 5 caseworkers with more than 85 cases yielded the following: - Average number of cases was 91.6 - Client work took ~25.4 hrs. per week Focus group discussions with case managers, social workers, intake workers, and supervisors at 10 agencies yielded the following: - Workload was better managed by having a designated intake coordinator - Clients who refused service after 45-minute intake were not counted as part of caseload - Caseload averages are based on a singular point in time calculation, and so may not capture cases that are not yet considered active - High caseloads led to prioritization of oldest and frailest clients and greater reliance on families of clients to assist with care; greater focus on crisis intervention than building rapport; less time for prevention and education - About 30% of cases required intensive intervention which takes away from less critical client needs - New clients were found to be both younger and have more intense mental health issues, requiring more time from the caseworker; employees felt they needed more training for these cases - Manageable caseload was cited as between 60-65 cases, including clients with both limited or more intense needs - Suggested that temporary workers be hired to reduce data entry time, or pay case managers for this work after hours Shadowing 12 case managers at 6 agencies yielded the following:
	 Prioritizing high needs clients when caseloads are too high is extremely complex and requires a lot of coordination
Citation	Pardasani, M., O'Dea, H., Sorensen, J., & Kalman-Hicks, S. (2014). <i>An Analysis of Caseloads in Case Management Agencies Contracted by the New York City Department for the Aging (DFTA)</i> . https://a860-gpp.nyc.gov/downloads/p2676w95c?locale=en

Title	Mental Health Workforce Change Through Social Work Education: A California Case Study
Authors	Gwen Foster, Meghan Brenna Morris, Sirojudin Sirojudin
Year	2013
Summary	The Mental Health Services Act (MHSA), a 2004 California ballot initiative, includes dedicated funding for workforce development that supports systemic shifts to recovery-oriented services. Workforce education and training dollars have been made available to create career pathways for consumers and their family members, staff development for existing staff in county mental health systems, and stipend programs for selected mental health disciplines, including social work. The California Social Work Education Center Mental Health Program provides stipends to Master of Social Work students at 17 California universities. In return, students must work for 1-year postgraduation in community mental health practice. This study uses two main sources of data - administrative data was collected on a quarterly basis from the participating schools and data based on an outcome study, which is specifically designed to explore participants' employment status after completing their payback employment upon graduation.
Findings	Results of a 5-year study show that stipend recipients closely mirror the diverse demographics of the state, and 94% have remained in community mental health practice. - The majority of graduates are members of ethnic minority groups, strengthening workforce diversity.
	- Social workers graduating from schools throughout the state, the program is also addressing urban-rural workforce disparities.
Citation	Foster, G., Morris, M. B., & Sirojudin, S. (2013). Mental Health Workforce Change Through Social Work Education: A California Case Study. <i>Journal of Social Work Education</i> , 49(3), 490–505. http://www.jstor.org/stable/42000195

Title	Factors contributing to the long-term retention of behavioral health providers in rural Alaska
Authors	Valerie Gifford, Catherine Koverola, Inna Rivkin
Year	2010
Summary	Small qualitative study utilizing snowball sampling methodology to identify and contact potential participants from various regions across the state to examine factors that contribute to long-term retention of behavioral health providers in rural Alaska. Inclusion criteria: obtained a bachelor's degree or

	higher, employed as a helping profession in rural Alaska, and living and working in communities located off the major road systems for a minimum of five years.
	Factors and themes that influenced provider longevity included: Professional support, cultural interest and openness, flexibility, engagement, social support, boundaries, and love of rural and flexibility emerged from the interviews as the most salient themes.
	Organizations may be able to decrease provider turnover by developing a screening process that identifies applicants who are well-suited for providing services in rural Alaska.
Findings	 Successful rural providers tended to be resourceful and creative allowing them to develop professional support. They appear competent with balancing flexibility in their work with managing boundaries in a culturally appropriate manner. They tend to exhibit cultural interest and openness allowing them to engage in the local community and establish a social support network. They also enjoy residing in isolated communities.
	 Offering potential new providers information regarding some of the challenges they may face when relocating to rural Alaska may positively impact their longevity. It appears that many of the barriers (cost of living, living conditions, and service availability) that emerged in this study may have less of a negative impact on new providers if they are well-informed and prepared to handle them.
	 Providers with prior experience working in cross-cultural settings may be better suited to adapting to work in rural Alaska.
Citation	Gifford, V., Koverola, C., & Rivkin, I. (2010). Factors contributing to the long-term retention of behavioral health providers in rural Alaska. <i>Journal of Rural Mental Health</i> , 34(1), 12–22. https://doi.org/10.1037/h0094792

Resiliency Characteristics/Burnout

Title	Nursing Burnout and Its Impact on Health
Authors	Virginia Sullivan, Vickie Hughes, Debra Rose Wilson
Year	2022
Summary	Literature review focuses on the three primary health outcomes of burnout with special focus on physical health.

Resilience was found to have a positive impact on lowering burnout and its mental and physical outcomes and was even found to mediate the relationship between all 3 dimensions of burnout and mental health. Self-care is an effective tool to lower chronic stress. The authors recommend that hospitals and organizations focus on programs that implement resilience training and promote self-care to combat burnout and its adverse effects on health.

Findings

National nursing survey, 15.6% of more than 2000 nurses self-reported burnout.

- Risk factors for nurse burnout: workload, moral distress, low support system, resource limitations, low training, bullying, exposure to traumatic experiences/morbidity/mortality
- Nurse individual perception factors feeling unappreciated, excessive work volume, inability to meet job expectations, lack of time to perform duties well.
- Protective factors for nurse burnout: being female, being married, better sleep quality, having social support (also attributes to resilience).
- Resilience, hope, and support were found to reduce emotional exhaustion in 114 nurses who worked in high-stress nursing units.
 Greater resilience demonstrated a protected effect, for nurses working in high-intensity settings, on the burnout dimension of emotional exhaustion and contributed to personal accomplishment.
- Spiritual well-being was noted to reduce emotional exhaustion and depersonalization.
- -The Mealer and colleagues' study aimed to examine the role of resilience in nurses experiencing PTSD, burnout, anxiety, and depression. They measured resilience using the 10-item Connor-Davidson Resilience Scale. They tested for associations between resilience and each of the variables mentioned earlier, finding a significant association between resilience and lower prevalence of PTSD (8% prevalence in those who were highly resilient vs 25% in those who were not highly resilient, P < .001), lower burnout in all 3 dimensions (P < .001), and psychological symptoms (significantly lower prevalence of anxiety [8% vs 21%, P 5 .001] and depression [2% vs 14%, P < .001]), meaning that more resilient nurses were more likely to report general satisfaction with their lives than less resilient nurses.
 - Health care organizations that implement resilience training may reduce burnout rates, increase staff retention, and improve patient safety. However, the training will not produce the desired outcomes unless there is an environment of mutual trust, psychological safety, and empowerment. Facilitating social connections, promoting positivity, capitalizing on nurses' strengths, nurturing nurses'

	growth, encouraging nurses' self-care, fostering mindfulness
	practice, and conveying altruism are strategies identified by nurse
	leaders to promote resilience.
Citation	Sullivan, V, Hughes, V, & Rose Wilson, D. (2022). Nursing Burnout and Its
	Impact on Health. Nursing Clinics of North America, 57(1), 153-169.
	https://doi.org/10.1016/j.cnur.2021.11.011

Title	Examining the Nurses' Role in Adult Protective Services Related to Safeguarding Older People
Authors	Pi-Ju Liu, Jessica Andrea Hernandez Chilatra, Amanda Phelan
Year	2021
Summary	This study examined the role of APS nurses and how their contributions differ from social workers. Data from a national study of nurses administered by the National Adult Protective Services Association between October 2014 and August 2015 (n=99). Data analyzed for agency characteristics, training and qualities (characteristics), job responsibilities, and interprofessional collaboration.
Findings	Characteristics of a good APS nurse? - Laboural skills - critical thinking skills, detail oriented, ability to work across professions in a client-centered way, working well under pressure, self-motivated, etc. - Clinical and academic experience – solid nursing background with clinical experience, mental health and injury identification, knowledge of working with older adults - Compassion and empathy - Communication skills – listening skills, verbal and non-verbal cues, etc. - Emotional stability and patience – calm, clear thinking, self-awareness, coping mechanisms/skills - Adaptability – to people, place, situation - Knowledge of resources – who, what, how - Non-judgmental approach - Assessment skills – verbal and non-verbal ques of ANE - Client advocate
Citation	Liu, P. J., Hernandez Chilatra, J. A., & Phelan, A. (2021). Examining nurses' role in Adult Protective Services related to safeguarding older people. Journal of advanced nursing, 77(5), 2481–2497.
	https://doi.org/10.1111/jan.14792

Title	Compassion Fatigue Among the Intimate Partner Violence and Sexual
	Assault Workforce: Enhancing Organizational Practice. Violence Against
	Women

Authors	Rachel Voth Schrag, Leila Wood, Karin Wachter, Shanti Kulkarni
Year	2021
Summary	This study examines potential predictors of compassion fatigue among a diverse sample of 520 IPV and SA agency employees in Texas and to situate those findings within a trauma-informed theoretical framework to advise organizational policies and practices.
	Research question guided the analysis: - What personal (age, years of work experience, race/ethnicity, child and adulthood trauma exposure, recent life stressors) and - organizational (staff size, job characteristics, supervision, workplace microaggressions, and areas of fit between worker and job) factors contribute to compassion fatigue among a sample of IPV and SA service workers?
Findings	Results found a complex array of factors associated with compassion fatigue, which included age, years of professional experience, race/ethnicity, direct practice roles, and workload. - Demographic factors accounted for some differences in occupational stress outcomes - older staff reporting less compassion fatigue than younger staff. - Recent life stress, such as loss of a loved one, health challenges, or financial hardship, was significantly associated with compassion fatigue. - The analysis also found a significant association between exposure to microaggressions in the workplace and compassion fatigue. Respondents reported not only highest levels of exposure to race-related microaggressions but also substantial rates of exposure to microaggressions related to sexism, gender identity, sexual orientation, and disability.
	 Take aways: University and college programs can learn from these findings, particularly given that younger age is associated with higher levels of compassion fatigue in the full model. Younger workers have not had the same length of time to develop, practice, and sustainably implement effective coping strategies, or access therapy and other potential supportive resources (Wachter et al., 2020). This could contribute to their increased vulnerability to compassion fatigue. Programs that train and send students into field internships as well
	as the IPV/SA workforce must educate students about warning signs of compassion fatigue, factors that contribute to increased

	compassion fatigue, and strategies (both individual and organizational) to combat compassion fatigue.
	Organizations should enact a range of trauma informed organizational practices, including addressing microaggressions, workload imbalances, building community, supporting staff experiencing stressful life events, and tending to service providers who work directly with survivors. Organizational efforts should also include establishing effective supervision practices that promote proactively addressing microaggressions and overwork.
Citation	Voth Schrag, R. J., Wood, L. G., Wachter, K., & Kulkarni, S. (2022). Compassion Fatigue Among the Intimate Partner Violence and Sexual Assault Workforce: Enhancing Organizational Practice. Violence Against Women, 28(1), 277-297. https://doi.org/10.1177/1077801220988351

Title	Who thrives as a direct support professional? Personal motivation and resilience in direct support.
Authors	Jill Crane, Susan Havercamp
Year	2020
Summary	The study used sensitivity theory to examine the relationships between motivation and outcome measures relevant to Direct Service Professional success, namely vocational strain, depersonalization, and personal accomplishment. It addresses the following research question: "What personal characteristics correspond to low stress and positive work performance?"
	Participants were DSPs recruited from a conference for DSPs held in the state of Ohio and from the National Association of Direct Support Professionals (NADSP) Facebook group. Participants were at least 18 years of age and had worked as a DSP for at least 3 months. The final sample consisted of 195 participants (85 women, 94 men, and 16 who did not indicate their sex). Participant age averaged 35.28 years (SD = 6.11). Participants who indicated the length of their employment as a DSP (93.33 %) averaged 4.97 years in the workforce (ranging from 3 months to 32.5 years). Participants completed measures of burnout, occupational stress, and individual-level factors including personal motivation.
Findings	The DSP who is resilient to stress and burnout is motivated by family, social relationships, and the desire to contribute to the well-being of their community (citizenship).
	Individuals high in citizenship consider helping others to be one of the most important goals in their lives, and a dedication to family

	 suggests that helping others through caregiving is a preferred means of service. These DSPs were not motivated by social status (prestige) that could motivate some philanthropic work and were therefore comfortable doing relatively unrecognized work.
	 How can DD provider organizations use this information? How could they recruit applicants who would be resilient and thrive as DSPs? Agencies could target recruitment materials and interview questions to identify individuals who, for example, may be less susceptible to vocational strain because of a non-competitive career orientation. Interview questions could highlight prior experiences serving others and how the interviewee perceived those experiences. Interviewers may consider the way interviewees describe their prior accomplishments and whether they take pride in recognition and titles (prestige), in winning competitions or proving others wrong (vengeance). Pre-hiring shadowing experiences provide important opportunities for applicants to envision their day-to-day experiences as a DSP. Along with ensuring that the shadowing schedule includes the variety of potentially pleasant or unpleasant work experiences the applicant could expect to encounter, special emphasis could be placed on the extensive social contact and personal assistance elements. Meeting with other DSPs and discussing the rewarding and
	challenging parts of the work will also help applicants determine whether they identify with the DSP role.
	The American Network of Community Options and Resources (ANCOR), in collaboration with the University of Minnesota's College of Direct Support, has created a DSP toolkit
Citation	Crane, J. and Havercamp, S. (2020). Who thrives as a direct support professional? Personal motivation and resilience in direct support. <i>Research in Developmental Disabilities</i> , 106, 103764. https://doi.org/10.1016/j.ridd.2020.103764

Title	Work Engagement and Resiliency Impact the Relationship Between Nursing Stress and Burnout
Authors	Melanie Hetzel-Riggin, Brett Swords, Hau Tuang, Joshua Deck, Nicholas Spurgeon
Year	2020
Summary	The purpose of the study was to advance the understanding of burnout in the nursing profession. Specifically, three types of work engagement (i.e.,

	vigor, dedication, and absorption) and resiliency were hypothesized to mediate the relationship between work-related stress and burnout. Nurses and nursing students were recruited through a college and a state nursing association, and participants (N=76) completed a series of online
Findings	 Results indicated that vigor, dedication, absorption, and resiliency partially mediated the relationship between work-related stress and burnout, the exact pattern of results varied depending on the specific type of burnout. The findings of this study show that burnout in nurses is affected by levels of vigor, absorption, dedication, and resiliency, suggesting that these are important targets for employee support and training. College curricula and continuing education for nurses should address these specific constructs with a focus on increasing resiliency and increasing vigor and dedication. The most often used measure of work engagement, the Utrecht Work Engagement Scale (UWES), is based on this conceptualization of work engagement and contains vigor, dedication, and absorption subscales (Bakker et al., 2008; W. B. Schaufeli et al., 2002). Work engagement, as measured by the UWES, has been found to have an inverse relation with turnover intentions and employee deviant behavior (Shantz, Alfes, & Latham, 2016). Moreover, higher work engagement among nurses has been linked to both higher job satisfaction and higher patient satisfaction (Simone, Planta, & Cicotto, 2018). Larrabee et al. (2010) conclude that increasing stress resiliency among nurses could lead to decreased situational stress, increased job satisfaction, and increased intent to stay.
Citation	Hetzel-Riggin, M. D., Swords, B. A., Tuang, H. L., Deck, J. M., & Spurgeon, N. S. (2020). Work Engagement and Resiliency Impact the Relationship Between Nursing Stress and Burnout. <i>Psychological Reports</i> , 123(5), 1835-1853. https://doi.org/10.1177/0033294119876076

Title	Coping Behaviors Mediate Associations between Occupational Factors and Compassion Satisfaction among the Intimate Partner Violence and Sexual Assault Workforce
Authors	Karin Wachter, Rachel Von Schrag, Leila Wood
Year	2019
Summary	This study analyzed factors associated with compassion satisfaction
	among the IPV/SA workforce in Texas (n= 623). Drawing from the
	Resilience Portfolio Model (Grych et al.2015), researchers examined the

	possible role of coping behaviors in mediating associations between compassion satisfaction and workplace resources/assets, perceived job security, and resilience.
	 Four research questions guided the analysis. What is the relationship between workplace resources and workforce assets, and compassion satisfaction? What is the relationship between workplace resources and workforce assets, and coping behaviors? What is the relationship between coping behaviors and compassion satisfaction? How do coping behaviors mediate the relationship between workplace resources and workforce assets, and compassion satisfaction?
Findings	Analyses revealed partial mediation in the models that included workload, values, and <i>resilience</i> as independent variables, suggesting that these factors both influence workers' coping behaviors and have an independent association with compassion satisfaction.
	 Models investigating control, rewards, community, fairness, and perceived job security indicated significant total effects of the independent variables on compassion satisfaction. IPV/SA workers who engaged more frequently in a range of coping behaviors reported higher levels of compassion satisfaction. The findings point to implications for organizational and employee practice, including building in worktime for key individual coping behaviors, balancing workloads among staff members, and enhancing organizational level coping strategies, such as team supervision and team care planning.
Citation	Wachter, K., Schrag, R. V., & Wood, L. (2020). Coping Behaviors Mediate Associations between Occupational Factors and Compassion Satisfaction among the Intimate Partner Violence and Sexual Assault Workforce. <i>Journal of family violence</i> , 35(2), 143–154. https://doi.org/10.1007/s10896-019-00072-0

Title	SACHS Research Summary: Eight Ways to Equip Supervisors to Create Learning Organizations in Human Services Agencies (May 2019)
Authors	Karissa Hughes, MSW, Academy for Professional Excellence, San Diego State University School of Social Work
Year	2019
Summary	The research summary provides eight key recommendations on how Human Services Agencies (HSAs) can equip supervisors to create a learning organization, learning from mistakes, in an environment where mistakes are often not tolerated.

The eight recommendations described in this report include:

- Create an Environment Where Psychological Safety is Valued and Supported
- Model Trust and Relationship-building in the Workplace
- Establish a Learning Culture
- Promote Supportive Supervision and Increase Employee Engagement
- Invest in a Diverse Array of Supervisory Supports
- Initiate Supervisor Learning Circles to Promote Peer Support and Collaboration
- Provide Practice Settings that Allow for Responsible Risk-Taking
- Introduce a Reflective Framework to Learn from Mistakes

Each recommendation contains literature review, data, and research-based/practical applications.

Findings

- Psychological safety Connection between psychological safety and learning. Can contribute to improved agency outcomes employee engagement, commitment, satisfaction, innovation.
- Based on the findings of <u>Project Aristotle</u>, Google developed a list of the five key dynamics that make great teams successful: psychological safety, dependability, structure and clarity, meaning, and impact. While all five were necessary to create a successful team, psychological safety stood out as the most important factor.
- Especially important in work environments where employee and customer/client safety are paramount – healthcare, human services agencies, law enforcement, etc.
- Trust and relationship building Trust is key to promoting learning and growth. In work communities where trust is high there is less stress, more energy, higher productivity, more engagement, less burnout, increased life satisfaction.
- Trustworthy leaders share their own thoughts and feelings, show they are human. They do what they say they will do. They are approachable and friendly. Support team members even when mistakes are made.
- Learning Culture Translates to a culture where learning and development are valued, encouraged, and seen as fundamental to organizational success. Benefits of learning cultures in HSAs include aligns with CQI requirements; increased employee engagement which aligns with greater productivity, retention and customer/client satisfaction; encourages "growth mindset"; enhances individual and team creativity and innovation; improves motivation (humans most motivated by autonomy, mastery and meaningful purpose); aligns with younger generations expectations of a workplace to engage their minds and build skills.

	 Supportive Supervision and Increased Employee Engagement – Supportive supervision promotes mentorship, joint problem-solving and communication, uses supervision to improve knowledge and skills, focuses on helping make things work rather than checking what is wrong, emphasizes collaboration. Research base shows that supportive supervision improves performance, improves outcomes for clients and agency and increases employee retention. Child welfare caseworker retention with findings consistently show two interrelated factors as having the biggest impact on caseworkers staying in their roles: 1) organizational culture and climate, and 2) supervisory support. Other high stress, high risk occupations positively regard supportive supervision, e.g. law enforcement. Invest in Diverse Array of Supervisory Supports – one of the most important strategic steps HSAs leaders can take is strengthening the quality and capacity of supervisors. Suggestions include - define role and expectations and train supervisors to meet expectations; use leadership feedback tools such as 360 reviews; train supervisors to use data in staff supervision; provide supervisors reference tools, resources, toolkits, activities to use during staff supervision and to support on the job training; provide supervision to supervisors; provide coaching to supervisors. Initiate Supervisor Learning Circles to Promote Peer Support and Collaboration – offers peer support which influences employee commitment, job satisfaction and intent to stay/retention. Provide a safe setting for processing, know acquisition and skill building. Promotes teaming and collaboration. Can be an effective mechanism for leaders to introduce agency change or new initiatives. Provide Practice Settings to Allow for Responsible Risk-Taking - simulation labs, virtual reality, and gamification in eLearning. Introduce a Reflective Framework to Learn from Mistakes
Citation	Hughes, Karissa. (2019). SACHS Research Summary: Eight Ways to Equip Supervisors to Create Learning Organizations in Human Services Agencies. Academy for Professional Excellence, San Diego State University. https://theacademy.sdsu.edu/programs/sachs/sachs-research/

Title	Predictors of Secondary Traumatic Stress Among Social Workers: Supervision, Income, and Caseload Size
Authors	Adam Quinn, Pengsheng Ji, Larry Nackerud
Year	2019
Summary	A survey assessing the relationship between risk factors and secondary traumatic stress (STS) was mailed to a random sample of licensed clinical

	social workers (n=107). Regression analyses were used to identify statistically significant risk and protective factors.
Findings	Statistically significant predictors of STS symptoms included gender (female), supervisor gender (female), low personal income (35-45k), caseload size, anxiety, and supervisor relationship; caseload size effect size was small (OLS=0.13) compared to other stat. sig. factors (OLS range from -4 to 10). - Positive ratings of supervision and higher income level were found to predict a substantial decrease in the degree to which a social worker possessed secondary trauma symptoms. - At an individual level, the results suggest that social workers experiencing anxiety may possess an increased vulnerability to developing STS. Personal self-care to reduce daily anxiety levels may be important to protect clinical social workers from developing STS symptoms.
Citation	Quinn, A., Ji, P., & Nackerud, L. (2019). Predictors of secondary traumatic stress among social workers: Supervision, income, and caseload size. <i>Journal of Social Work</i> , 19, 504-528.
	https://doi.org/10.1177/1468017318762450

Title	Correlates of burnout among professionals working with people with intellectual and developmental disabilities
Authors	Finkelstein, Bachner, Greenberger, Brooks, Tenenbaum
Year	2018
Summary	Study Method: One hundred ninety-nine professionals working with people with IDD were enrolled in the study (66% response rate). 96 (48.2%) were psychologists or social workers. Participants were recruited from several facilities that provide care for people with IDD of all ages, in the Jerusalem area and in other cities in central Israel. The anonymous questionnaires included valid and reliable measures of burnout, socio-demographic variables, professional variables, and organizational variables.
Findings	There were no significant differences in burnout levels among the different professionals. Role ambiguity, perceived overload, care recipient group and job involvement were significant predictors of burnout. Findings demonstrate that organizational variables are more significantly associated with burnout of staff working with people with IDD than the socio-demographic factors or professional characteristics. Identifying and better understanding the specific factors associated with burnout among professionals working with IDD could facilitate unique intervention programs to reduce burnout levels in staff.
Citation	Finkelstein A, Bachner YG, Greenberger C, Brooks R, Tenenbaum A. Correlates of burnout among professionals working with people with

intellectual and developmental disabilities. J Intellect Disabil Res. 2018
Oct;62(10):864-874. doi: 10.1111/jir.12542.
https://pubmed.ncbi.nlm.nih.gov/30141530/

Title	A meta-analysis of turnover intention predictors among U.S. child welfare
	workers
Author	Hyosu Kim, Dennis Kao
Year	2014
Summary	Meta analysis of 22 articles assessing factors that have been found to predict employee intention to leave or remain employed
Findings	Worker attitude and job perceptions were strongest predictors of employee intention to leave or stay; Caseload did not have a statistically significant (or large effect size) relationship with intention to leave or stay
	 In relation to turnover intention, the strongest effects were found in such variables as organizational commitment, stress, job satisfaction, professional commitment, and organizational climate. There were also some variables with high influence, such as perceptions of fairness, safety concern, and policy.
Citation	Kim, H., & Kao, D. (2014). A meta-analysis of turnover intention predictors among U.S. child welfare workers. <i>Children and Youth Services Review</i> , 47, 214-223.
	https://doi.org/https://doi.org/10.1016/j.childyouth.2014.09.015

Title	Correlates of Job Burnout Among Human Services Workers: Implications
Title	for Workforce Retention
Author	Madhavappallil Thomas, Vandana Kohli, Jong Choi
Year	2014
Summary	Correlation study on demographic and agency-level correlates of employee burnout using survey data from n=288 participants from non-urban setting in Central California
Findings	Caseload was bivariately stat. sig. correlated with burnout, and stat. sig. predicted burnout when controlling for age, education, and years of experience. - Respondents in this study reported differential levels of burnout based on agency type. Workers in social service agencies, including child protective services, reported the highest job burnout rate compared to workers in mental health and healthcare agencies. These workers consistently reported that they did not have the time they needed to complete the job and experienced more frustrations and disappointments compared to social workers in other agencies. - Older workers tend to experience lack of support from supervisory and managerial staff more than younger workers. This trend is also

	reflected in the length of their work experience: workers with more experience also report lack of support from supervisory and managerial staff.
Citation	Thomas, M., Kohli, V., & Choi, J. (2014). Correlates of job burnout among human services workers: Implications for workforce retention. <i>J. Soc. & Soc. Welfare</i> , <i>41</i> , 69. https://scholarworks.wmich.edu/cgi/viewcontent.cgi?article=3983&context=jssw

Title	Burnout in the Mental Health Workforce: A Review				
Author	Manuel Paris, Michael Hoge				
Year	2010				
Summary	Review of relevant mental health literature (1990-2009) examines the construct of burnout, methodological and measurement issues, its prevalence in the mental health workforce, correlates of burnout, and interventions to decrease it. In addressing burnout, the mental health field must turn increasing attention to the organization and systems levels.				
Findings	Burnout is a syndrome comprised of a set of symptoms related to these three empirically derived factors, emotional exhaustion (EE), depersonalization (DP), and reduced personal accomplishment (PA). The available studies can be considered suggestive of "potential" correlates of burnout. Evans and colleagues, in a study described above focusing on social workers, used multivariate analyses to study the correlates of burnout. They reported that high emotional exhaustion was associated with higher job demands (β =0.38, pG0.001), while a sense of personal accomplishment was associated with greater latitude or independence in decision-making (β =0.29, p=0.001). Depersonalization was associated with dissatisfaction regarding the state of the social work field in mental health (β =-0.22, p=0.010), not feeling valued by one's employer (β =-0.19, p=0.024), and male gender (β =-0.18, p=0.016).				
	contains a host of practical strategies that have been recommended for decreasing burnout, though without support from research. A sampling of these strategies includes the following: (1) competitive salaries, (2) financial and non-financial incentives to enhance staff motivation and morale, (3) opportunities for promotion and career advancement, (4) funding for increased staffing levels, (5) training staff on self-care strategies, (6) additional clinical supervision and mentoring, (7) clear job descriptions/expectations, (8) routine assessment of burnout, (9) flexible work schedules, (10) social events and informal support, (11) in service trainings, and (12) open-door policies with management.				

Citation	Paris, M., Hoge, M.A. Burnout in the Mental Health Workforce: A Review. J
	Behav Health Serv Res 37, 519–528 (2010).
	https://doi.org/10.1007/s11414-009-9202-2

Title	Nursing specialty and burnout
Authors	Laura Browning, Carey Ryan, Scott Thomas, Martin Greenberg, Susan Rolniak
Year	2007
Summary	The study examined the relationship between perceived control and burnout within nurse practitioners, nurse managers, and emergency nurses. Survey data from 228 nurses representing 30 states. 88 NP, 40 NM, 100 ER serving variety of patient populations.
Findings	ER nurses have the least control and highest burnout; NP have most control and the least burnout. NM were similar to NP in level of control.
Citation	Browning L, Ryan CS, Thomas S, Greenberg M, Rolniak S. (2007). Nursing specialty and burnout. <i>Psychol Health Med. Mar;12</i> (2):248-54. doi: 10.1080/13548500600568290. https://pubmed.ncbi.nlm.nih.gov/17365896/

Title	Organizational and Individual Factors Influencing Job Satisfaction and Burnout of Mental Health Workers
Author	Ursula Martin, Steven Schinke
Year	1998
Summary	An ex-post facto study utilized a cross-sectional survey design was conducted. All direct-service workers (i.e., social workers and case workers) at several social service agencies in the New York metropolitan area were invited to participate in the study by completing three confidential questionnaires distributed at worksites. Three of the agencies service families and children through counseling, foster care/adoption, and preventive services; four service an adult psychiatric population through supportive counseling services. Study purpose was to ascertain levels of job satisfaction and burnout in mental health workers.
Findings	 500 surveys administered; 200 surveys returned - 40% response rate. 81% of family/children workers (compared to 48% of psychiatric workers) reported being dissatisfied or very dissatisfied with salary levels. They also experience more burnout and anticipate leaving their position sooner than the other group. A strong negative association between burnout and social services tenure, combined with a strong negative association between both variables and anticipated tenure, suggests that burnout and limited social services tenure are significant determinants of staff turnover.

	 For both groups, job satisfaction is strongly positively correlated with salary satisfaction, praise delivered by supervisors, and promotional opportunities, with the latter two variables being the strongest predictors of job satisfaction. It is possible that satisfaction with these factors accounts for the approximate 90% overall satisfaction rate and can partially offset the dissatisfaction with salary levels. Attempts should be made to prevent staff burnout. Newly hired workers should be offered an orientation program during which they
	are informed and prepared for the positive as well as potentially stressful job areas. - Burnout rates are lower in professionals who actively express, analyze, and share their personal feelings with colleagues. Peer support groups can accomplish this purpose as well as provide staff with brief breaks from work and feedback about potential solutions to work-related difficulties.
	 In-service training on burnout needs to be offered to administrators and line workers, to help them comprehend and cope with burnout symptoms.
	Job satisfaction and burnout are multifaceted constructs which are greatly influenced by the supervision one receives, promotional opportunities, and the social and concrete rewards exchanged for work. The reasonably high job satisfaction levels reported, contrasted with the alarmingly high prevalence of anticipated turnover, indicates that even when workers are satisfied, the low salaries, lack of promotional opportunities, and presence of burnout interfere with their intentions to remain in their positions.
Citation	Ursula Martin PhD, MA & Steven P. Schinke PhD, MSW (1998). Organizational and Individual Factors Influencing Job Satisfaction and Burnout of Mental Health Workers, Social Work in Health Care, 28:2, 51-62,
	DOI: <u>10.1300/J010v28n02_04</u>

Training

Title	Program Evaluation of Adult Protective Services Certification Caseworker Training – Final Report
Authors	Yu-Ling Chiu, Theodore Cross
Year	2023
Summary	In 2021 the Illinois Department on Aging (IDoA) added simulation training to its Adult Protection Services (APS) Phase I Certification training. Trainees participate in simulations of real-life situations that every APS caseworker encounters. IDoA is the first adult protective state agency in

	the nation to employ statewide simulation training for APS caseworkers. Because the development of simulation training at the IDoA is in an early stage, the Children and Family Research Center's (CFRC) evaluation team focused on 1. gathering data to describe the program's objectives, methods, theory, and implementation, 2. examining trainees' perception of the impact of the training, and 3. examining change in trainees' confidence over the course of simulation training.			
Findings	Analysis of quantitative data collected from up to 147 trainees between March 2022- January 2023, indicated that trainees experienced increased confidence in their skills over the course of simulation training and support the value of the training. Analysis of qualitative data from the same trainees, indicated that they received feedback they appreciated and felt they gained ability on a range of different skills. The program evaluation suggests that the simulation training makes a valued and effective contribution to IDoA's Certification training of APS caseworkers.			
Citation	Program Evaluation of Adult Protective Services Certification Caseworker Training – Final Report (2023). Children and Family Research Center, School of Social Work, University of Illinois Urbana-Champaign. https://cfrc.illinois.edu/pubs/rp_20230211_EvaluationOfAPSTrainingFinal-Report.pdf			

Title	Adult Protective Services Training: Insights from California Caseworkers					
Authors	Pi-Ju Liu et al					
Year	2021					
Summary	A convenience sample of 63 Adult Protective Services caseworkers from					
	five counties in California were engaged in focus groups to better					
	understand					
	 the perceived benefits of work trainings, 					
	the barriers to attending or completing trainings, and					
	the perceived need for training in the APS workplace.					
Findings	Training on the job was perceived as very important; participants					
	emphasized need for more training opportunities on a wider variety of					
	subject; heavy workload and cost for e-training platform were identified as					
	two significant barriers to completing trainings					
Citation	Liu, P. J., Neumann, A., Radcliffe, K., & Chodos, A. (2021). Adult Protective					
	Services Training: Insights from California Caseworkers. J Gerontol Soc					
	Work, 64(3), 274-290.					
	https://doi.org/10.1080/01634372.2020.1870605					

Title	Adult Protective Services Training: A Brief Report on the State of the
	Nation

Authors	Pi-Ju Liu, Leslie Ross
Year	2020
Summary	Summary of survey results from the National Adult Protective Services Association (NAPSA) survey completed by 49 APS programs, including the District of Columbia, in 2016/2017 on use APS core competency training for workers. The NAPSA core competency modules approximate a national standard.
Findings	Most states provided training that covered learning objectives of some core competencies. A broad variability existed, however, among states ranging from those who trained on all 23 core competencies to those who provided no training for any of the 23 core competencies.
Citation	Liu, Pi-Ju (Marian) & Ross, Leslie. (2020). Adult Protective Services Training: A Brief Report on the State of the Nation. Journal of Elder Abuse & Neglect. 33. 1-14. https://doi.org/10.1080/08946566.2020.1845271



Introduction to Appendices

The six Appendices that follow are samples, examples, and templates of program resources that were provided by four APS programs for inclusion in this document to supplement their affiliated Promising Practices (PP) articles. Each entity has given permission for potential replication and/or adaptation.

The Appendices are listed by document title in order of appearance and include a brief content description and its affiliated PP article title which contains more contextual information.

- 1. **AZ APS Case Closure Review Instrument**: An instrument used by Arizona's Case Review Unit to standardize review of cases prior to closure and provide consistent statewide approach as noted in the PP article <u>Arizona's Comprehensive Workforce Development</u>.
- 2. CSU/San Jose State University/County of Santa Clara MOU Example: An example of a no cost memorandum of understanding between a state university and a county APS program which delineates the responsibilities of each party. This is one of the MOU examples as discussed in the PP article California's MSW, Stipend Program.
- 3. **New Mexico APS First Year MSW Field Practicum Learning Contract Sample**: A sample learning contract between the APS agency field instructor and the MSW learner that delineates the expected competencies, field specific practice behaviors, and timelines. PP article The New Mexico APS Student Practicum Program.
- 4. OK Pre-Academy Workbook Field Assignments for Tribal Partners: Training modules for tribal APS/aging program staff as discussed in PP <u>Training and Collaborating with Tribal</u> <u>Nations in Oklahoma.</u>
- 5. **OK Tribal Notification of APS Referrals Sample:** A form that provides tribal notification that an APS referral has been received on a tribe member as highlighted in PP <u>Training and Collaborating with Tribal Nations in Oklahoma</u>.
- 6. SF DAS MOU Student Affiliation Agreement Example: Another example of a MOU between a county APS program and department of aging regarding students and their access to utilize facilities, equipment etc. during their training as referenced in PP <u>California's MSW Stipend Program</u>.

ADULT PROTECTIVE SERVICES – CASE CLOSURE REVIEW INSTRUMENT (CCRI)

Instructions: Case Reviewer (CR)/Supervisor must review submitted cases for closure following the APS Policy and Procedures. The Supervisor reviews Investigations submitted for closure with a finding of Propose-to-Substantiate (P-Sub) or Investigations submitted for closure by APS Investigators identified by the Supervisor. CR reviews Investigations submitted for closure with a finding of unsubstantiated or verified. Supervisor/CRU/DPM must complete and upload the CCRI. Please choose Yes, No, or N/A for each question. If the standard was not met on the items below the case cannot be approved for closure and shall be returned to the APS Investigator for further follow-up.

Case # Name: APS Investigator:		Review Date: Reviewer:	
1. Reporting Source (RS)/ Additional Sources contacted or attempts completed?	•	Comments:	
2. If applicable, were all allegations addressed with the Guardian? If 2 is yes/no go to 2a. and 2b.	·	Comments:	
2a. If applicable, was closure discussed with the guardian?	•	Comments:	
2b. If applicable, was the participant tab for the guardian complete?	•	Comments:	
3. Was the Adult/Victim Interviewed (Adult/Victim Assessment completed)? If 3 is no, go to 3a.	•	Comments:	
3a. If the adult/victim was not interviewed, Diligent Efforts to Locate (DETL) are approved by the supervisor and documented in progress notes.	•	Comments:	
4. Were all allegations addressed with the adult/victim?	·	Comments:	
5. If an injury is present, was a picture or body chart completed and uploaded to MyAPS?	•	Comments:	
6. Was the alleged perpetrator (AP) interviewed, per policy? If 6 is no go to 6a.	•	Comments:	
6a. If the AP was not interviewed, Diligent Efforts to Locate (DETL) are approved by the supervisor and documented in progress notes.	·	Comments:	

<u>ADULT PROTECTIVE SERVICES – CASE CLOSURE REVIEW INSTRUMENT (CCRI)</u>

7. Were all allegations addressed with the AP?	•	Comments:
8. If collateral contacts were made, are they documented in progress notes?	•	Comments:
9. Were pertinent records requested, summarized and uploaded to the case?	•	 Medical Financial Law Enforcement Legal Other: Comments:
10. Was the case cross-reported to the appropriate entities and documented per policy?	•	 □ Division of Developmental Disabilities (DDD) □ Department of Child Safety (DCS) □ Department of Health Services (DHS) □ Long Term Care Ombudsman (LTCO) □ Local Law Enforcement □ Tribal Social Services □ Other APS Agencies □ Federal Trade Commission (FTC) □ Arizona Attorney General □ IC3 □ Other: Comments:
11. Is a Documentation of Face to Face form completed?	•	Comments:
12. Was the Safety Assessment (SA) approved?	•	Comments:
13. If applicable, was the Safety Evaluation Plan approved?		Comments:
14. Was the Risk Assessment (RA) approved?	•	Comments:
15. If a new report was added to the case, is there a corresponding Client Assessment, New Incident Face-to-Face Visit form and Safety Assessment completed?	•	Comments:
16. Was an appropriate Case Plan approved?	•	Comments:
17. Were services identified or referrals made if needed?	•	Comments:
18. Was the closure contact completed with the adult victim in the last thirty days?	•	Comments:

<u>ADULT PROTECTIVE SERVICES – CASE CLOSURE REVIEW INSTRUMENT (CCRI)</u>

19. Was the participant tab for the adult/victim complete?	•	Comments:
20. Was the participant tab for the alleged perpetrator complete?	•	Comments:
21. Was the vulnerability of the adult/victim accurately determined with the information available?	•	Comments:
22. Known emergencies or urgent situations were recognized and addressed appropriately?	•	Comments:
23. The closure summary is consistent with the requirements in standard work.	•	Comments:
24. Is the most recent client assessment in Forms & Assessments less than 90 days old?	•	Comments:
25. All Forms & Assessments, Notes & Attachments and Plans are approved or complete.	•	Comments:
26. If the finding is a 'Propose to Substantiate', the PSR checklist was completed, approved and uploaded.	•	Comments:
27. Case is approved for closure.	•	Comments:
28. If the case was previously denied, pending case activities have been completed and the case is approved for closure.		Comments:
Reviewer's Signature		Date Signed

NO-COST MEMORANDUM OF UNDERSTANDING BETWEEN THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY ON BEHALF OF SAN JOSÉ STATE UNIVERSITY AND COUNTY OF SANTA CLARA

- 1. This No-Cost Memorandum of Understanding (MOU) is between the County of Santa Clara (henceforth, COUNTY) and The Trustees of the California State University on behalf of San José State University (henceforth, CONTRACTOR).
- 2. The parties agree to comply with the General Terms and Conditions contained in Articles I-V of this MOU and provisions contained in Exhibit A: Program Provisions, which are attached hereto and incorporated herein by this reference and made a part of this MOU.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this MOU.

COUNTY OF SANTA CLARA	CONTRACTOR
Name Title	Name Title
Date:	Date:

MOU General Terms and Conditions

Article I General Terms

1. TOTALITY OF MOU

This MOU and its Exhibits/Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this MOU. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.

2. <u>AMENDMENTS</u>

This MOU may only be amended by written instrument and signed by authorized representatives of all contracting parties.

3. <u>CONFLICTS OF INTEREST</u>

- a. CONTRACTOR shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the COUNTY.
- b. In accepting this MOU, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any CONTRACTOR or person having such an interest. CONTRACTOR, including but not limited to CONTRACTOR's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.
- c. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, CONTRACTOR shall, upon execution of this Agreement, provide the COUNTY with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to CONTRACTOR's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by

an individual in a designated position," (2 CCR 18701(a)(2)), as part of CONTRACTOR's service to the COUNTY under this Agreement. CONTRACTOR shall immediately notify the COUNTY of the names and email addresses of any additional individuals later assigned to provide such service to the COUNTY under this Agreement in such a capacity. CONTRACTOR shall immediately notify the COUNTY of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the COUNTY.

d. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, CONTRACTOR shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

4. GOVERNING LAW AND VENUE

This MOU has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this MOU shall be in the County of Santa Clara.

5. **ASSIGNMENT**

No assignment of this MOU or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

6. WAIVER

No delay or failure to require performance of any term of this MOU shall constitute waiver of that term as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

7. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of COUNTY. None of the provisions of this Contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this MOU. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

8. <u>SEVERABILITY OF PROVISIONS</u>

If any provision(s) or term(s) of this MOU are held invalid, the remainder of this MOU remains in force.

Article II Fiscal Accountability and Requirements

1. <u>AVAILABILITY AND SUBSTITUTION OF FUNDS</u>

There are no funds associated with this MOU.

2. COMPENSATION TO CONTRACTOR

There is no Compensation for services.

Article III Reporting, Records, Audit, Evaluations, and Termination

1. **INSPECTION AND AUDIT**

- a. All records, books, reports, and documentation maintained by CONTRACTOR pursuant to this MOU, or related to the CONTRACTOR's activities and expenditures under this MOU, will be open for inspection and audit by Federal, State, and County officials, or their agents, upon demand at reasonable times. Such records must be kept in the State of California for the retention period specified in this MOU. This provision survives the termination of this MOU.
- b. CONTRACTOR will provide the Federal, State, or County officials, or their agents' reasonable access, through representatives of CONTRACTOR, to facilities, records, clients, and employees that are used in conjunction with the provision of MOU services, except where prohibited by Federal or State laws, regulations or rules.

2. REPORTING REQUIREMENTS

- a. CONTRACTOR must maintain complete and accurate records of its operation, including any and all records required by COUNTY relating to matters covered by this MOU, including, but not limited to, financial records, supporting documents, client statistical records, personnel and all other pertinent records. COUNTY may receive copies of any and all such records upon request.
- b. CONTRACTOR must assist COUNTY in meeting COUNTY's reporting requirements to the State and other agencies with respect to CONTRACTOR's work hereunder. This cooperation includes assisting COUNTY to prepare evaluations required by the State or Federal governments regarding services provided by CONTRACTOR under this MOU. CONTRACTOR must submit to COUNTY any and all reports that may be required by COUNTY concerning CONTRACTOR's performance under this MOU.
- c. Upon COUNTY's request, CONTRACTOR must provide COUNTY evidence of CONTRACTOR's capacity to perform under this MOU, its compliance with applicable statutes and regulations, and its compliance with the terms and conditions of this MOU.
- d. All records, books, reports and documentation must be retained as required by applicable record retention laws and regulations. At the very least, CONTRACTOR must retain records, books records and documentation for four (4) years after termination of this MOU; or until all Federal, State and County

audits are completed; or until all disputes, litigation, or claims are resolved; whichever is later. All such records, books, reports and documentation must be transmitted to the COUNTY of Santa Clara, Social Services Agency in the event that CONTRACTOR goes out of business during the period in which records are required to be maintained. This provision survives the termination of this MOU.

- e. CONTRACTOR must within 30 calendar days advise the COUNTY of 1) the issuance of any legal complaint by an enforcement agency, or any enforcement proceedings by any Federal, State or local agency for alleged violations of Federal, State or local rules, regulations or laws; 2) the issuance of citations, court findings or administrative findings for violations of applicable Federal, State or local rules, regulations or laws; and/or 3) any investigation by any law enforcement agency into the CONTRACTOR, its employees, agents or subcontractors that relates to this MOU with the COUNTY.
- f. Contractor guarantees that it, its employees, contractors, subcontractors or agents are not suspended or debarred from receiving Federal fund as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration (https://www.sam.gov/). CONTRACTOR must within 30 calendar days advise the COUNTY if it, its employees, contractors, subcontractors or agents become suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration during the term of this Agreement.

3. RESPONSIBILITY FOR AUDIT EXCEPTIONS

CONTRACTOR accepts responsibility for receiving, replying to, and complying with any audit exceptions by appropriate Federal, State, or County, audit agencies (if applicable).

4. MONITORING AND EVALUATION

- a. COUNTY's Social Services Agency will monitor the work performed under this MOU to determine whether CONTRACTOR's operation conforms to County policy, Federal and State statutes and regulations, and to the terms of this MOU.
- b. COUNTY may conduct participant interviews to determine program compliance.
- c. CONTRACTOR agrees to participate in and cooperate with studies and surveys COUNTY deems necessary to meet its monitoring and evaluation responsibility.
- d. CONTRACTOR must furnish all data, Statements, records, information, and reports necessary for COUNTY to monitor, review, and evaluate the performance of the program and its components. Performance evaluations will examine the following five factors: 1) fiscal accountability (if applicable); 2) completion of work within a given time frame; 3) ability and effort to meet the performance criteria; 4) quality of services; and 5) a recommendation for future contracting with the contractor.
- e. CONTRACTOR must respond in writing to any discrepancies, violations, or deficiencies identified by COUNTY within ten (10) days.

5. CORRECTIVE ACTION PROCEDURE

- a. Upon receipt by COUNTY of information regarding a failure by CONTRACTOR to comply with any provision of this MOU, COUNTY has the right to forward to CONTRACTOR a notice of COUNTY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CONTRACTOR may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY has the right to require the presence of CONTRACTOR's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering corrective action.
- b. After issuing such notice, and after considering CONTRACTOR's response, if any, COUNTY may forward to CONTRACTOR a set of specific corrective actions recommended and a timetable for implementing the specified corrective actions recommended. Following implementation of the corrective actions, CONTRACTOR will forward to COUNTY, within the time specified by COUNTY, any verification required by COUNTY regarding the corrective actions.
- c. In the event CONTRACTOR does not implement the corrective actions recommended in accordance with the corrective actions timetable, COUNTY may immediately terminate this MOU without further notice to CONTRACTOR.

6. <u>TERMINATION</u>

a. Termination for Convenience

COUNTY may, by written notice to CONTRACTOR, terminate all or part of this Agreement at any time for the convenience of the COUNTY. The notice shall specify the effective date and the scope of the termination.

b. Termination for Cause

COUNTY may, at any time, elect to suspend or terminate this MOU or withhold payments to CONTRACTOR, in whole or in part, for cause, by giving written notice specifying the effective date and scope of such termination. Cause includes, but is not limited to the following:

- i. CONTRACTOR failure to comply with any MOU provision;
- ii. CONTRACTOR fails to meet the performance criteria of this MOU;
- iii. COUNTY deems CONTRACTOR's performance unsatisfactory.
- iv. Litigation is pending with respect to the CONTRACTOR's performance under this Contract that may jeopardize or adversely affect services;
- v. CONTRACTOR is the subject of a voluntary or involuntary proceeding under the Bankruptcy Act;
- vi. CONTRACTOR submits to COUNTY any reports that are incorrect or incomplete in any material respect, or fails to file timely reports; or,
- vii. CONTRACTOR is suspended or debarred from receiving Federal funds (if applicable) as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

c. Terminations

In the event of any termination, all finished or unfinished documents, data,

studies, reports, and materials (Materials) prepared by the CONTRACTOR under this MOU becomes the property of the COUNTY and will be promptly delivered to the COUNTY. Upon termination, the CONTRACTOR may make and retain a copy of such Materials. CONTRACTOR may be compensated based on the completion of services provided, as solely and reasonably determined by COUNTY.

7. NON-EXCLUSIVE REMEDIES

The remedies listed in this MOU are non-exclusive, and COUNTY retains all other rights and remedies it may have under general law, including the right to terminate the MOU immediately without advance notice if CONTRACTOR becomes unable to perform its obligations under this MOU.

Article IV Statutes, Regulations, and Policies

1. <u>COMPLIANCE WITH STATUTES AND REGULATIONS</u>

- a. Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- b. Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- c. Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the

- Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.
- d. Definitions: For purposes of this Section, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- e. Prior Judgments, Decisions or Orders against Contractor: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS THAT (A) WERE ISSUED IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT BY A COURT, ANINVESTIGATORY GOVERNMENT AGENCY, ARBITER, OR ARBITRATION PANEL AND (B) FOUND THAT CONTRACTOR VIOLATED AN APPLICABLE WAGE AND HOUR LAW OR PAY EQUITY LAW. CONTRACTOR FURTHER AFFIRMS THAT IT HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH FINAL JUDGMENTS, DECISIONS, DETERMINATIONS, OR ORDERS.
- f. Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive- Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street,

East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

- g. Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the COUNTY and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the COUNTY's request, Contractor shall provide the COUNTY with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. COUNTY's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- h. Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of any applicable pay equity Laws, or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.
- i. Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the COUNTY may, in its discretion, exercise any or all remedies available under this Agreement and at law. COUNTY may, among other things, take any or all of the following actions:
 - I. Suspend or terminate any or all parts of this Agreement.
 - II. Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - III. Offer Contractor an opportunity to cure the breach.
- j. Subcontractors: Contractor shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.
- k. CONTRACTOR recognizes the mandatory standards and policies relating to energy efficiency in the State energy conservation plan (Title 24, California Administrative Code).

- For Contracts over \$100,000 CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857 (h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- m. CONTRACTOR must establish procedures assuring that any person's complaints and grievances against CONTRACTOR regarding the delivery of services under this Contract are promptly addressed and fairly resolved.

2. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

CONTRACTOR hereby assigns to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the CONTRACTOR for sale to the COUNTY pursuant to this MOU.

3. COUNTY NO-SMOKING POLICY

CONTRACTOR and its employees, agents and subcontractors, shall comply with the COUNTY's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all COUNTY-owned and operated health facilities, (2) within 30 feet surrounding COUNTY-owned buildings and leased buildings where the COUNTY is the sole occupant, and (3) in all COUNTY vehicles.

4. FOOD AND BEVERAGE STANDARDS

- a. Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by CONTRACTOR with COUNTY funds for COUNTY-sponsored meetings or events.
- b. If food is to be provided, healthier food options must be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, CONTRACTOR shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the CONTRACTOR should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and

vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

c. If beverages are to be provided, beverages that meet the COUNTY's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

5. <u>CONTRACTING PRINCIPLES</u>

CONTRACTOR agrees to comply with the COUNTY's Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that CONTRACTOR be a fiscally responsible entity and treat its employees fairly. CONTRACTOR is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the COUNTY copies of any financial audits that have been completed during the term of the MOU; and (4) upon the COUNTY's request, provide the COUNTY reasonable access, representatives of the CONTRACTOR, to facilities, financial and employee records that are related to the purpose of the MOU, except where prohibited by federal or state laws, regulations or rules. Refer to:

https://www.sccgov.org/sites/scc/Documents/Type I or Type II Contractors.pdf

6. THIRD PARTY BENEFICIARIES

This MOU does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

7. MAINTENANCE OF SOFTWARE

If CONTRACTOR is provided with "remote access", defined as the act of connecting to a COUNTY attached information technology system from a non-county attached system through a public network, CONTRACTOR will maintain and use its non-county system, hardware, and software in compliance with COUNTY standards and policies set by the COUNTY Information Services Department.

8. MOU EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed MOU, or an electronically signed MOU, has the same force and legal effect as a MOU executed with an original ink signature. The term "ELECTRONIC COPY OF A SIGNED MOU" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed MOU in a portable document format. The term "ELECTRONICALLY SIGNED MOU" means a MOU that is executed by applying an electronic signature using technology approved by the COUNTY.

9. <u>LIVING WAGE (If Applicable)</u>

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that MOU with the County to provide Direct Services developed pursuant

to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the MOU value is \$100,000 or more ("Direct Services MOU"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violate this provision, the Boar d of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- a) Suspend, modify, or terminate the Direct Services MOU.
- b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County MOU. By entering into this MOU, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable MOUs.

10. COUNTY DATA & CONFIDENTIALITY

- a. Definitions: "County Data" shall mean data and information received by Contractor from COUNTY. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by COUNTY, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.
- b. Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and COUNTY, all County Confidential Information and/or County Data shall remain the property of the COUNTY. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.
- c. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of

County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to COUNTY or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow COUNTY's direction regarding the proper disposition of County Data.

- d. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying COUNTY by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects COUNTY or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge COUNTY for any expenses associated with Contractor's compliance with these obligations.
- e. Contractor shall defend, indemnify and hold COUNTY harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the COUNTY.
- f. Contractor must require its employees and all persons performing services at its direction to comply with all applicable privacy laws and regulations, including but not limited to the provisions of Sections 827 and 10850 et seq. of the Welfare and Institutions Code (WIC) and California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19 Regulations.
 - All applications and records concerning any individual receiving services pursuant to this contract are confidential and are not open to examination for any purpose not directly connected with the administration, performance compliance, monitoring or auditing of the program.
 - II. No person may publish, disclose, use, or permit or cause to be published or disclosed; any confidential information pertaining to services, except as is provided by law.
- g. Upon the disclosure of confidential information, inadvertent or otherwise, the County may terminate this contract immediately and take legal action against Contractor. Any person who knowingly and intentionally violates the provisions

- stated above is guilty of a misdemeanor and the County intends to prosecute such violators to the full extent of the law.
- h. CONTRACTOR will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions. All provisions of Article IV, Section 10. survive the termination of this contract.

11. CALIFORNIA PUBLIC RECORDS ACT

- The COUNTY is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If CONTRACTOR's proprietary information is contained in documents or information submitted to COUNTY, and CONTRACTOR claims that such information falls within one or more CPRA CONTRACTOR must clearly mark "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to CONTRACTOR prior to such disclosure. If CONTRACTOR contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the COUNTY is required to respond to the CPRA request. If CONTRACTOR fails to obtain such remedy within the time the COUNTY is required to respond to the CPRA request, COUNTY may disclose the requested information.
- b. CONTRACTOR further agrees that it shall defend, indemnify and hold COUNTY harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by COUNTY of a CPRA request for information arising from any representation, or any action (or inaction), by the CONTRACTOR.

12. <u>COVID-19 REQUIREMENTS</u>

- a. CONTRACTOR shall comply with all COUNTY requirements relating to COVID-19 for persons who routinely perform services for the COUNTY onsite and share airspace with or proximity to other people at a COUNTY facility as part of their services for the COUNTY ("County's COVID-19 Requirements"), including but not limited to vaccination, as applicable and periodically updated, and available at https://procurement.sccgov.org/doing-business-county/contractor-vaccinations and incorporated herein by this reference.
- b. If CONTRACTOR is providing in-person services to community members ("Direct Client Services") under this Agreement, all references in the COUNTY's COVID-19 Requirements and below referenced Certification to "onsite" and "County facility" shall be deemed to also refer to any indoor location where Direct Client Services are provided, including when services are provided at non-County facilities. Accordingly, such CONTRACTOR's shall comply with the COUNTY's COVID-19 Requirements when providing Direct Client Services indoor at any location. Any reporting pursuant to the Certification of CONTRACTOR's personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible and who are providing Direct Client Services at non-County facilities

- shall be to the COVID-19 Designee for the COUNTY department that manages this Agreement.
- c. If applicable, CONTRACTOR shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit B. CONTRACTOR shall comply with the requirements of this Section for the entire term of this Agreement.
- d. CONTRACTOR shall comply with all reasonable requests by COUNTY for documentation demonstrating CONTRACTOR's compliance with this Section. Failure by CONTRACTOR to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the COUNTY may, in its sole discretion terminate this Agreement immediately or take other action as the COUNTY may determine to be appropriate.

Article V Insurance Requirements

INSURANCE REQUIREMENTS FOR AGREEMENTS WITH OTHER PUBLIC AGENCIES

Indemnification

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by Party shall not be shared pro rata but, instead, COUNTY and CONTRACTOR agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this AGREEMENT. No party, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Parties under this AGREEMENT.

Insurance

Without limiting the indemnification of either party to this Agreement, each party shall maintain or cause to be maintained the following insurance coverage: (1) a policy of commercial general liability with limits of liability not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) annual aggregate; (ii) a policy of workers' compensation providing statutory coverage; and (iii) such

other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement. Insurance afforded by the commercial general liability policy shall be endorsed to provide coverage to the other party of the Agreement as an additional insured. Each party to this Agreement shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The requirements of this section maybe satisfied by the provision of similar coverage through a self-insurance program.

CONTRACTOR: The Trustees of the California State University on behalf of San Jose State University

PROGRAM/PROJECT NAME: Social Work Practicum

1. TERM OF CONTRACT

The term begins upon execution, and expires on June 30, 2028, unless terminated earlier or otherwise amended.

2. COMPENSATION TO CONTRACTOR

There is no exchange of funds related to this MOU.

3. PROGRAM DESCRIPTION

- a. The CONTRACTOR's Bachelor of Arts in Social Work (BASW) and Master of Social Work (MSW) Programs require field work experience.
- b. The Social Work Practicum is an essential part of professional education for Social Work: an essential element of the practicum must be the inclusion of learning experiences that provide for students' direct engagement in service activities. The intent of the Practicum is to enhance student learning within all areas of the curriculum. The Practicum should provide all students with opportunities for development, integration, and reinforcement of competence through performance in actual service situations. It should permit students to acquire and test skills relevant to emerging conditions of Social Work practice. The Practicum should also foster for all students the integration and reinforcement of knowledge, value and skill learning acquired through particular courses, with a focus on transcultural generalist practice and populations at-risk. In the Practicum the students should have an opportunity to delineate and comprehend questions for research which arise in the course of practice.

4. <u>SCOPE OF SERVICE</u>

The COUNTY shall permit each student who is designated by CONTRACTOR pursuant to Section 6 to receive field training experience at COUNTY's facilities. The COUNTY shall also furnish and permit such student and CONTRACTOR's instructors free access to appropriate facilities for field work experience.

5. <u>COUNTY RESPONSIBILITIES</u>

- a. The COUNTY will provide the following at the placement facilities:
 - A field setting that offers the opportunity to serve various at-risk populations. This
 includes opportunities to work with clients who are oppressed, marginalized,
 and/or disenfranchised by virtue of ethnicity, sexual orientation, socioeconomic
 status, immigration experience, age, and/or disability;
 - ii. A field setting that offers opportunities to students to examine their own commitment to these at-risk populations;
 - iii. A field setting that offers students opportunities to test, modify, and integrate the ideas, concepts and values of the Social Work curriculum into their emerging professional selves; and
 - iv. A field setting that provides students with an opportunity to develop skills and

practical knowledge by work with at-risk clients under the guidance of a skilled supervisor.

- b. It is required that each COUNTY's placement facility will:
 - i. Provide a learning experience that entails a commitment to service compatible with the values and ethics of the Social Work profession;
 - ii. Provide a qualified field supervisor by either the COUNTY or the School of Social Work. Assessment of qualifications will take into account professional education, commitment to the values of the Social Work profession, competence in practice, interest and competence in teaching and supervising;
 - iii. Accept the guiding principle that placement of not less than two (2) Social Work students is highly desirable from the educational perspective:
 - iv. Make available suitable desk space, telephones, word processing facilities, supplies, transportation costs, clerical services and interviewing facilities. This provision may be waived under exceptional circumstances if the educational benefits resulting from a Practicum experience in a particular agency or setting could not be otherwise realized:
 - v. Provide sufficient structure for the necessary learning experience, i.e. acceptable field instruction, and proper assumption of responsibility by administration, staff, sponsor or constituency, when the Practicum is located in organizations in fields other than social welfare;
 - vi. Provide periodic supervisory conferences and semester evaluations. Open communication between the setting, the field supervisor, and School must be satisfactorily met as spelled out by the School of Social Work in the Field Practicum Manual:
 - vii. Have the right, after consultation with CONTRACTOR, to refuse to accept for further experience any of CONTRACTOR's students who, in COUNTY's judgment, are not participating satisfactorily in said program.

6. CONTRACTOR RESPONSIBILITIES

- a. The CONTRACTOR will provide the following:
 - Designate the students who are enrolled in CONTRACTOR's Practicum Programs of the School of Social Work to be assigned for field experience at the COUNTY's placement facilities, in such numbers as are mutually agreed by both parties;
 - ii. Monitor all instruction for field work experience given at the COUNTY to the assigned students and provide the necessary Social Work instructor(s) when COUNTY field supervisor is not a Social Worker;
 - iii. Keep all attendance and academic records of students participating in said Program;
- Require every student to conform to all applicable COUNTY policies, procedures, and restrictions specified jointly by representatives of the CONTRACTOR and COUNTY; and
- v. Require CONTRACTOR's School of Social Work instructors to notify COUNTY in advance of:
 - 1) Student(s) assigned to the facility;
 - 2) Student schedules; and
 - 3) Changes in placement assignments.

7. JOINT RESPONSIBILITIES

- a. Should either party terminate this agreement for any reason, the terms of this Agreement may remain in full force for those existing Student Interns and Staff Interns still participating in CONTRACTOR's MSW program for as long as they are enrolled as students of CONTRACTOR, and CONTRACTOR is satisfied that the COUNTY meets the Field Placement requirements of the MSW Program.
- b. In order to ensure the satisfaction of all, the student and the field supervisor must jointly formulate a practicum Contract to be submitted for approval by the Faculty Field Liaison and the Field Education Director of the BASW or MSW Program.

8. COUNTY'S PLACEMENT FACILITIES

Field Settings will be at the following Social Services Agency Department locations:

- a. Main Julian Campus: 333, 353, and 373 W. Julian Street, San Jose CA 95110
 - i. Department of Aging and Adult Services.
 - ii. Agency Office.
 - iii. Department of Family and Children's Services.
- iv. Department of Employment and Benefits Services.
- b. San Jose Family Resource Center:
 - Department of Family and Children's Services: 591 N. King Road, San Jose, CA 95133
- c. South County:
 - Department of Family and Children's Services: 7933 Wren Avenue, Gilroy, CA 95020.
 - ii. Department of Employment and Benefits Services: 379 Tompkins Court, Gilroy, CA 95020.
 - iii. Department of Family and Children's Services: 90 Highland Avenue, San Martin, CA 95046.
- d. Senter Road Campus:
 - i. Department of Employment and Benefits Services: 1919, 1867, 1869, 1879 Senter Road, San Jose, CA 95112.
- e. Santa Clara City:
 - i. Veterans Service Office: 68 North Winchester Blvd., Santa Clara, CA 95050.

9. COVID

It is required that COUNTY's placement facilities are aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". COUNTY is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. COUNTY, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, COUNTY will take steps to comply with the modified, changed or updated guidelines or directives. If at any time, COUNTY becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify CONTRACTOR of that fact.

10. CONTRACT REPRESENTATIVES

- a. CONTRACTOR designates XXXXXXXX as CONTRACTOR's representative for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the above named person has the primary authority and responsibility to carry out this Contract.
- COUNTY designates the Director of Social Services Agency, or designee, as its representative for the purpose of managing the services performed pursuant to this Contract.

11. NOTICES

All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:

a. To COUNTY: Social Services Agency

Office of Contracts Management

333 West Julian Street

San Jose, California 95110-2335

b. To CONTRACTOR: San Jose State University

XXXXXXX, Internship Support Coordinator 129

South Tenth Street San Jose, CA 95192

12. COUNTY'S CONTRACT TRANSITION PROCESS

CONTRACTOR agrees to provide all information deemed necessary by the County for use in subsequent procurement cycles.

Contractor Information:

CONTRACTOR CERTIFICATION OF COMPLIANCE WITH COVID-19 VACCINE REQUIREMENTS

(Version Effective September 27, 2022)

Contractor name:	Name of Contractor representative:
Contractor phone number:	Contractor email address:

Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor's personnel working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID-19 Vaccine Requirement for County Personnel ("County Vaccine Policy"), the County's memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.

2. As of the date signed below:

- a. Contractor understands that it must confirm, and has confirmed, that all of contractor's personnel (including any subcontractor personnel) who routinely perform services for the County onsite and share airspace with or proximity to other people at an indoor County facility as part of their services for the County ¹ are:
 - 1. Fully vaccinated against COVID-19 as defined and required in the County Vaccine Policy;² *Q!*

¹ As established in the County's Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County's vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to any vaccination, testing, and masking requirements.

² County departments are required by law to implement any State-issued requirements, including ones that are more restrictive than the County's internal policies. As of the date of this policy, the California Department of Public Health (CDPH) requires that workers in <u>health care facilities</u>, as well as specified workers in <u>custodial settings</u>, obtain a COVID-19 booster dose. Thus, contractor personnel subject to this CDPH booster requirement are expected to comply with it, in addition to the County's policy. The exemption process in Section C of the County Vaccine Policy shall apply to any requests for exemption from the State booster requirement.

- Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.
- b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health's Vaccine Records Guidelines and Standards.
- 3. If contractor seeks to send any personnel who are not fully vaccinated to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such personnel to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such personnel arriving onsite so that the department has sufficient time to determine whether it will approve the contractor's requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where appliable, regular testing and the use of a fit-tested N95 mask. Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite.
- 4. If any of contractor's personnel are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those personnel to go onsite at a County facility without express written permission from the County.
- 5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

Name of authorized representative of	Title
Contractor	
Signature	Date

³ If contractor sends personnel who are not fully vaccinated, it is contractor's obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code§§ 56 *et. seq.*, and under any other laws to share this information with the County.



SCHOOL OF SOCIAL WORK 1st YEAR MSW FIELD PRACTICUM LEARNING CONTRACT

(with field specific practice behaviors)

SECOND SEMESTER

Date:			
Student	ID#	Phone Number	
Agency Instructor	Co-Agency Instructo	r (if applicable)	
Agency Nam Adult Protective Services Phone Number			
Days/Hours in field placement			
Type of Supervision Provided: X Indi	vidual 🗌 Group	Day(s)/Time(s) of Supervision Thursdays 4:00-5:0	0

PURPOSE OF LEARNING CONTRACT

The learning contract is a three way agreement between the Student, Agency & the School. The learning contract outlines the Competencies and field specific Practice Behaviors that are to be operationalized in the field practicum by way of practice activities. The practice activities are the basis for the mid-term and final evaluation of student performance and overall course grade.

INSTRUCTIONS FOR COMPLETION OF LEARNING CONTRACT (Must be typed)

Student has the responsibility of developing the learning contract in collaboration with the agency instructor. Select the practice behavior(s) under each competency area that apply to the agency setting and creating a practice activity for each relevant practice behavior. If the practice behavior cannot be achieved at the practicum setting, please indicate the reason.

Student must obtain feedback and final approval from the field consultant within the specified timeframes. Failure to submit an approved learning contract by the deadline may result in the administrative withdrawal of student from field practicum.

LEARNING CONTRACT DEADLINES

CONCURRENT PRACTICUM

FIFTH WEEK OF THE FIRST SEMESTER
THIRD WEEK OF THE SECOND SEMESTER

BLOCK PRACTICUM

THIRD WEEK OF THE FIRST HALF OF THE SEMESTER FIRST WEEK OF THE SECOND HALF OF THE SEMESTER

COMPETENCY (1) Identify as a professional social worker and conduct one-self accordingly.		
Field Specific Practice Behaviors Create agency specific practice activity for each Practice Behavior		
Demonstrates ability to advocate for client access to services.	Assist Investigative Case Workers (ICWs) in identifying need for and making appropriate referrals to community agencies. Participate in Multidisciplinary Team Meetings (MDTs) as appropriate.	
Demonstrates professional roles, boundaries, behaviors, and communication.	Read CORE [not an acronym] Training materials and do online agency trainings.	
Demonstrates personal reflection and self correction through effective use of supervision and understands the importance of career long learning.	Continue to identify own areas for growth and initiate conversations about them in supervision.	

COMPETENCY (2) Apply social work ethical principles to guide professional practice.		
Field Specific Practice Behavior	Create agency specific practice activity for Practice Behavior	
Applies strategies of ethical reasoning to arrive at principled decisions.	Meet with staff as they prepare for staffing consultations and attend staffings as follow up.	

COMPETENCY (3) Apply critical thinking to inform and communicate professional judgments.		
Field Specific Practice Behaviors	Create agency specific practice activity for each Practice Behavior	
Distinguishes multiple sources of knowledge including research based knowledge and practice wisdom, in the assessment process.	Engage in discussions with ICWs prior to and throughout investigations. Conduct investigation.	
Demonstrates effective oral and written communication with various systems levels.	Review case files and document contacts with clients in Harmony test site. Participate in meetings with staff.	

COMPETENCY (4) Engage diversity and difference in practice.		
Field Specific Practice Behavior	Create agency specific practice activity for Practice Behavior	
Applies understanding of the ways in which culture and diversity shape lives and influence power, privilege, and oppression.	Interact in ways sensitive to culture and diversity.	
COMPETENCY (5) Advance human rights and social and economic justice.		
Field Specific Practice Behavior	Create agency specific practice activity for Practice Behavior	
Practices in ways that advance human rights and justice.	Read and discuss proposed and enacted 2018 legislation, specifically SB19 on how guardianship is appointed.	

COMPETENCY (6)	
Engage in research-informed practice and practice-informed research.	
Field Specific Practice Behavior	Create agency specific practice activity for Practice Behavior
Integrates research studies that are relevant to client population.	Visit National Adult Protective Services Association website and review
	relevant research articles.

COMPETENCY (7) Apply knowledge of human behavior and the social environment.		
Field Specific Practice Behavior	Create agency specific practice activity for Practice Behavior	
Critically uses theoretical frameworks to guide assessment,	Identify theoretical frameworks used at agency in order to understand person	
intervention, and evaluation of person-in-environment.	in environment issues. Conduct an investigation.	

COMPETENCY (8) Engage in policy practice to advance social and economic well-being and to deliver effective social work services.		
Field Specific Practice Behavior Create agency specific practice activity for Practice Behavior		
Demonstrates awareness of the impact of social policy on practice.	Learn about recent changes to NM's Medicaid waiver, Centennial Care.	

COMPETENCY (9) Respond to contexts that shape practice.	
Field Specific Practice Behavior	Create agency specific practice activity for Practice Behavior
Uses organizational and contextual knowledge to promote practices that improve services.	Examine agency history, client demographics, and begin to learn and use agency technology. Review numbers of reports to and investigations done by the agency.

COMPETENCY (10) Engage, assess, intervene, and evaluate with individuals, families, groups, organizations, and communities.		
Field Specific Practice Behaviors	Create agency specific practice activity for each Practice Behavior	
Engagement Demonstrates empathy and interpersonal skills when working with clients to develop mutually agreed-on focus of work.	Use core conditions to engage with clients. Conduct an interview with a client and an alleged perpetrator (AP).	
Assessment Demonstrates ability to collaborate with clients to develop intervention goals and objectives.	Identify client strengths and limitations in developing goals and objectives and discuss with supervisor. Complete Adult Protective Services functional assessments with the assistance of an Investigative Case Worker	
Intervention Demonstrates ability to help clients resolve problems and initiate actions to achieve goals.	Identify ways in which client strengths and limitations affect problem solving and discuss with supervisor.	

Demonstrates ability to implement prevention efforts and negotiate,	Participate in prevention interventions as implemented at the agency.
mediate, and advocate for clients.	
Demonstrates ability to facilitate and transition endings.	Demonstrate ability to terminate with clients.
Evaluation	Participate in ways in which the agency measures and documents the
Demonstrates ability to analyze and evaluate interventions.	effectiveness of client services and discusses with supervisor. OR
	Review case documentation in Harmony test site. Follow up with referred to
	agencies/facilities and client family members.

All parties involved in this learning contract have reviewed the document and agree to abide by its terms.

Agency Instructor I am willing to serve as Agency Instructor for this stude the student's practice and implementation of the learning contract. I am aw I have familiarized myself with the field manual and am aware of my respon	are of the educational requirements and am willing to more	
Agency Instructor Signature	Date	
Co-Agency Instructor I am willing to serve as Co-Agency Instructor for the student's work. I have familiarized myself with the field manual and am aways		and am willing to monitor the
Co-Agency Instructor Signature	Date	
Student I have familiarized myself with the field manual and am aware of aware that my learning contract must be reviewed and approved by the age		
Student Signature	Date	
Field Consultant Section		
Learning Contract (first review)		
ApprovedDisapproved		
Reason for denial - date revisions are due		
Field Consultant Signature	Date	
Learning Contract (final review-if applicable)		
ApprovedDisapproved		149
Field Consultant Signature		

Intake

5 Tips

- Review 6 intakes or referrals/requests for services.
- Talk with your supervisor or designee and discuss the steps planned for working with the clients.

Question 1

Based on the discussion, list 5 tips concerning working with clients.

Question 2

Describe something different about each of the intakes you reviewed or something you learned as a result of the discussion with your supervisor or designee.

Service Planning

Community Resources

It is important that APS specialists know what pathways are available in the community to assist clients. Visit three area resources. These may include a tribal program, a nursing facility, assisted living facility, residential care facility, mental health agency, law enforcement agency, hospital, or a gero-psych unit.

After you have visited each service provider, answer the following questions. Discuss any questions you may have with your supervisor.

Question 1

Name the programs/agencies/facilities you visited and describe the services provided by each one.

Question 2

Describe the eligibility requirements and the referral process for one of the programs/agencies/facilities you visited.

Investigative Process

Initial Visit (Not Required)

Accompany a supervisor or an experienced co-worker on at least four client

After you have completed the field work, answer the following questions that pertain to your tribal program and the services you provide. If a question does not apply to your program, please enter NA beside the question. Discuss any questions you may have

visits. with your supervisor. **Initial Visit 1** Client Initials: Type of Allegation(s): Describe the client's needs and risk factors: Does the client have personal/medical capacity? Does the client have financial capacity? How was capacity determined? Identify any family/caretaker dynamics that are pertinent to the investigation: What services were recommended for the client and/or alleged perpetrator? What were the findings? **Initial Visit 2** Client Initials: Type of Allegation(s): Describe the client's needs and risk factors: Does the client have personal/medical capacity? Does the client have financial capacity? How was capacity determined?

Identify any family/caretaker dynamics that are pertinent to the investigation:

What services were recommended for the client and/or alleged perpetrator?

What were the findings?
Initial Visit 3 Client Initials:
Type of Allegation(s):
Describe the client's needs and risk factors:
Does the client have personal/medical capacity?
Does the client have financial capacity?
How was capacity determined?
Identify any family/caretaker dynamics that are pertinent to the investigation:
What services were recommended for the client and/or alleged perpetrator?
What were the findings?
Initial Visit 4 Client Initials:
Type of Allegation(s):
Describe the client's needs and risk factors:
Does the client have personal/medical capacity?
Does the client have financial capacity?
How was capacity determined?
Identify any family/caretaker dynamics that are pertinent to the investigation:
What services were recommended for the client and/or alleged perpetrator?
What were the findings?

Assessing Capacity to Consent

Assignment (Not Required):

 Observe a supervisor or an experienced co-worker assessing capacity to consent of two clients.

After completing the assignment above, answer the following questions. If your program does not assess capacity to consent, please enter NA for the questions below.

Question 1

Client Initials:

Name of Capacity Assessment:

Summary of Capacity Assessment:

Question 2

Client Initials:

Name of Capacity Assessment:

Summary of Capacity Assessment:

Documentation

Documentation Review

Review and summarize a case reflecting good documentation with the allegations below. If your program does not investigate allegations, review documentation for four clients.

- Self-Neglect
- Caretaker Abuse
- Caretaker Neglect
- Financial Exploitation

After you have reviewed the documentation, answer the following questions. Discuss any questions you may have with your supervisor.

Self-Neglect

Client Initials:

Describe the elements of good documentation that were present:

Caretaker Abuse

Client Initials:

Describe the elements of good documentation that were present:

Caretaker Neglect

Client Initials:

Describe the elements of good documentation that were present:

Financial Exploitation

Client Initials:

Describe the elements of good documentation that were present:

Supported Decision-Making & Involuntary Services

Court Hearings

Accompany a supervisor or an experienced co-worker to at least two court hearings if your program is involved with court proceedings.

After you have attended the court hearings, answer the following questions. If your program is not involved in court proceedings, please enter NA for the questions below Discuss any questions you may have with your supervisor.

Court Hearing 1

Client Initials:

Describe the court procedures you observed:

Court Hearing 2

Client Initials:

Describe the court procedures you observed:

Follow-Ups

Follow-Up Visits

 Accompany a supervisor or an experienced co-worker on at least three followup visits after the initial contact with the client.

After you have completed the follow-up visits, answer the following questions. If your program does not conduct follow-up visits, please enter NA for the questions below. Discuss any questions you may have with your supervisor.

Follow-Up Visit 1

Client Initials:

Describe how the service plan is meeting the client's needs.

Identify any additional resources that are needed now that were not needed at the initial service offer.

Describe what is needed before case closure can be requested.

Follow-Up Visit 2

Client Initials:

Describe how the service plan is meeting the client's needs.

Identify any additional resources that are needed now that were not needed at the initial service offer.

Describe what is needed before case closure can be requested.

Follow-Up Visit 3

Client Initials:

Describe how the service plan is meeting the client's needs.

Identify any additional resources that are needed now that were not needed at the initial service offer.

Describe what is needed before case closure can be requested.

Field Work

Conducting home visits is critical to your development as an APS specialist. In this section you will document your experiences in the field working under the direct supervision of your supervisor or designee.

After you have completed the field work, please answer the following questions for each client you worked with. If a question does not apply to your program, please enter NA beside the question. Discuss any questions you may have with your supervisor.

Home Visit 1

Client Initials:

Type of Allegation(s):

Describe the client's needs and risk factors.

Does the client have personal/medical capacity?

Does the client have financial capacity?

How was capacity determined?

Describe any safety issues that were present for the client or the APS specialist.

What services were recommended for the client or alleged perpetrator?

Describe the disposition and finding.

Home Visit 2

Client Initials:

Type of Allegation(s):

Describe the client's needs and risk factors.

Does the client have personal/medical capacity?

Does the client have financial capacity?

How was capacity determined?

Describe any safety issues that were present for the client or the APS specialist. What services were recommended for the client or alleged perpetrator? Describe the disposition and finding. **Home Visit 3** Client Initials: Type of Allegation(s): Describe the client's needs and risk factors. Does the client have personal/medical capacity? Does the client have financial capacity? How was capacity determined? Describe any safety issues that were present for the client or the APS specialist. What services were recommended for the client or alleged perpetrator? Describe the disposition and finding. **Home Visit 4** Client Initials: Type of Allegation(s): Describe the client's needs and risk factors. Does the client have personal/medical capacity?

Describe the disposition and finding.

What services were recommended for the client or alleged perpetrator?

Describe any safety issues that were present for the client or the APS specialist.

Does the client have financial capacity?

How was capacity determined?

Home Visit 5 Client Initials:
Referral #:
Type of Allegation(s):
Describe the client's needs and risk factors.
Does the client have personal/medical capacity?
Does the client have financial capacity?
How was capacity determined?
Describe any safety issues that were present for the client or the APS specialist.
What services were recommended for the client or alleged perpetrator?
Describe the disposition and finding.
Home Visit 6 Client Initials:
Type of Allegation(s):
Describe the client's needs and risk factors.
Does the client have personal/medical capacity?
Does the client have financial capacity?
How was capacity determined?
Describe any safety issues that were present for the client or the APS specialist.
What services were recommended for the client or alleged perpetrator?
Describe the disposition and finding.



Tribal Notification of APS Referrals

When possible tribal membership is indicated, Adult Protective Services (APS) is required to notify the Indian Nation or United States Marshall Service of the APS referral. Please indicate whom APS should notify when an APS referral is received regarding one of your tribal members.

Tribal Affiliation Information	
Tribal Nation:	
Contact name and/or department:	
Phone number:	Email address:
Please indicate below how you prefer to be contact	cted: Email Telephone
Comments:	
Signature:	Date:
Signature.	Date.
o 	
Sub	omit

Please return this form to Adult Protective Services at CommunityAPS@okdhs.org.

Agreement for Use of Data, Facilities, and Opportunities for Clinical Experience

between

San Francisco Department of Disability and Aging Services

and

[school] ([Name of School Program])

[NOTE – Text in yellow to be updated by the Department. Text in blue can be updated by the School in coordination with the Department. Appendix 2 may not be revised without agreement of HSA IT and Privacy. Notes in brackets should be removed before sending to the School.]

This agreement (the "Agreement") is made this [insert day] day of [insert month], 20 [insert year], between the City and County of San Francisco, a municipal corporation, through its Department of Disability and Aging Services (DAS), [name of program] ("City") and [name of school] ("School").

WHEREAS, School has an approved and accredited clinical experience program, and such program requires the use of clinical facilities and opportunities for use in teaching Students in the clinical experience program, and

WHEREAS, City has suitable clinical and observation facilities for such clinical experience program and is willing to allow School to use such facilities for the benefit of Students in the clinical experience program.

NOW, THEREFORE, it is agreed as follows:

1. Definitions

a. When any word or phrase defined below is used, or a pronoun is used in place of it, it shall have the meaning set forth in this Agreement:

Agreement: This Agreement for Use of Data, Facilities, and Opportunities

for Clinical Experience, including all attached appendixes and forms and all applicable City Ordinances, policies, and mandatory City requirements which are specifically

incorporated into this Agreement by reference as provided in

this agreement.

Breach: The unauthorized acquisition, access, use, or disclosure of

City Data in a manner which compromises the security,

confidentiality, or integrity of the information.

City: The City and County of San Francisco, a municipal

corporation, through its Department of Disability and Aging

Services (DAS).

City Data: All data owned by the City and accessed by, used by, or

provided to the School and Student under this Agreement,

whether such data is individual or aggregated.

DAS Intern

Liaison: The DAS staff member assigned to act on behalf of School

or Student in an administrator or managerial role, and tasked with Student onboarding (including System(s) and Facilities access) and other responsibilities of the City under this

Agreement.

Data User: Each individual, including each Student, supervised by

School and that School designates to access and use City Data and/or Systems in accordance with this Agreement and

for whom School assumes full responsibility.

Director: The Executive Director of DAS or the Executive Director's

designated agent.

Program: An approved and accredited educational program of School,

and such program requires the use of clinical facilities for Students to gain clinical experience. For purposes of this Agreement, the Program refers to the [insert list of programs covered by this agreement, e.g., Social Work Program] of

School, as set forth in more detail in Appendix 1.

School: [add name and address of school].

SFHSA: The San Francisco Human Services Agency, which provides

administrative and other support services to DAS.

Student: A person who is undertaking a course of study to be trained

as a case worker or similar professional in a clinical

experience program named in Appendix 1.

System(s): A program, portal, or other method, typically requiring

authentication of each Data User, by which Students directly access City Data in a repository, such as a database or other method of electropic or digitized data storage.

other method of electronic or digitized data storage.

b. Wherever the words "as directed", "as required", or words of like effect are used, it is understood that the direction, requirement, or permission of the Executive Director of DAS or the Executive Director's designee is intended. The words "sufficient", "necessary", or "proper", and the like mean sufficient, necessary, or proper in the judgment of the Executive Director of DAS or the Executive Director's designee. The words "approval", "acceptable", "satisfactory", or words of like import mean approved by, or acceptable to, or satisfactory to the Executive Director of DAS or the Executive Director's designee unless otherwise indicated by the context.

2. Program

a. The Program for Students to be conducted pursuant to this Agreement is an educational program of the School and not of the City and will focus on Students in the School Program. The School is responsible for the content of the

educational program and will provide for necessary instruction in a manner that is acceptable to the City and School. A statement of the philosophy and objectives of School's clinical experience program and an updated course outline and description of course content will be made available, upon request of the City, and attached to this Agreement.

b. The clinical experience will be conducted in a manner satisfactory to the City in conformity with City policies, rules, and regulations, and the time, place, and subject matter of all training hereunder will be subject to the approval of the City. City may instruct Students where such instruction is considered of particular value, and when agreed upon by City and School. However, the supervision of services provided at City facilities is the sole responsibility of the City.

3. Responsibilities of the School

- a. <u>Student Designation</u>. School will designate Students for participation in the program conducted under this Agreement.
- b. <u>Student Status</u>. School will keep the DAS Intern Liaison informed of each Student's status in the clinical experience program. School will notify the DAS Intern Liaison within 24 hours when a Student completes or is terminated from the clinical experience program, and will immediately notify the DAS Intern Liaison of any Student who discontinues participation without completion or termination.
- c. <u>Student Requirements</u>. School will furnish City with such evidence as City may require in order to assure itself that each Student assigned for training under this Agreement meets necessary health, educational, and training requirements. In addition, if a background check is required by law or City policy, School will furnish City with such information City requires to conduct such background checks.
- Policy Compliance. School will require Students to fully comply with all applicable City, SFHSA, and DAS policies as directed by the City and demonstrate compliance with all applicable requirements under those policies. Those policies are incorporated into this Agreement by reference as though fully set forth herein. The parties agree that this Agreement shall be interpreted as containing every applicable requirement set forth in those policies for students or trainees who work at City-owned or leased or DAS-affiliated facilities. Policies include but are not limited to: the SFHSA Privacy and HSA Information Security policies and best practices, available online at https://intranet.sfhsa.org/investigations/privacy-policies-best-practices and https://intranet.sfhsa.org/information-technology/information-security; the SFHSA Personnel Procedures Handbook sections 9.2.2 and 9.2.14, available online at https://intranet.sfhsa.org/system/files/documents/Handbook HSA%20Personnel Procedures.pdf: the DAS/COA Statement of Incompatible Activities: and the City/COIT Acceptable Use Policy, as well as the more detailed confidentiality policies and best practices of the DAS units in which they work. [NOTE: Most of these can't be accessed until a student has access through the HSA VPN,

so we probably want to have some form of helping to enforce this, like a form students sign when they onboard, confirming that they've read the policies.]

- e. <u>Training</u>. School agrees to provide the specific training and instruction for the programs specified in Appendix 1, attached to this Agreement and incorporated by reference as though fully set forth herein.
- f. <u>Recordkeeping</u>. School will keep all attendance and academic records of the Students in the program.
- g. Access to and Use of City Data. School will require that each Student cooperates fully with School's strict adherence to the terms of Appendix 2, which protects client confidentiality and the City's confidential and proprietary information. School is responsible for ensuring that each Student maintains the confidentiality of DAS clients as specified in local, State, and Federal law, including but not limited to Section 14100.2 of the California Welfare and Institutions Code, the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code Section 15600, et seq.), the Confidentiality of Medical Information Act (California Civil Code Section 56, et seq.), the Confidentiality of Alcohol and Drug Abuse Patient Records Act (42 C.F.R., Part 2), the Lanternman-Petris-Short Act (California Welfare and Institutions Code, Section 5328), California Health and Safety Code Section 120975, and the Health Insurance Portability and Accountability Act of 1996 "HIPAA" (45 C.F.R., Parts 160 and 164).
- h. <u>Equal Opportunity Employment and Business Practices.</u> School agrees to the provisions of Chapter 12B, as amended, of the San Francisco Administrative Code, which outlines nondiscrimination requirements in relation to agreements with the City, and Chapter 12B of the Administrative Code is incorporated into this Agreement by this reference and made a part of this contract as though fully set forth. The School agrees to comply fully with all provisions of Chapter 12B.
- i. <u>Additional Items.</u> Additional responsibilities of School and related information, if any, are listed in Appendix 1.

4. Responsibilities of City

- a. <u>Limitation on Students</u>. City has the right to limit the number of Students to be allowed to participate in the clinical experience program. When reduction in the number of Students is necessary, the City will inform the School as soon as possible during the placement. The City has the right to terminate the participation of any Student in the program for good cause, such as, but not limited to, misconduct, failure to abide by the policies, rules, and regulations listed in this Agreement, or failure to comply with the terms of this Agreement.
- b. <u>Provision/Deprovision of Facilities</u>. To the extent available and in accordance with mutually pre-arranged scheduling, the City will provide access to the following facilities to School/Students, which may include issuing keys to staff-only areas:

- (1) Conference-type space suitable for small groups;
- (2) Access to City facilities in relation to the Program; and
- (3) Other facilities as agreed between the parties.

City will deprovision each Student when they no longer require access to facilities for the clinical experience program. City reserves the right to deprovision any Student at any time in order to safeguard people and property.

- c. <u>Provision/Deprovision of Accounts</u>. City will provide each Student with access to systems as required for their work in the clinical experience program. City will deprovision each Student when they no longer require access to systems for the clinical experience program. City reserves the right to deprovision any Student at any time in order to safeguard data and systems.
- d. <u>Providing Access to City, SFHSA, and DAS Policies</u>. City will provide each Student with access to relevant policies and procedures. The DAS Intern Liaison will direct Students to the location of relevant policies and procedures.
- e. <u>Allowance of School Personnel</u>. City will allow School personnel to instruct School Students on City premises when, in the opinion of the City, such instruction will not interfere with the duties of City personnel.
- f. <u>City Staff Participation</u>. The Director will designate a member of the City staff to participate with the designee of School in planning, implementing, and coordinating the program of clinical experience.
- g. <u>Student Evaluation</u>. The City agrees to inform both the School and the Student concerning the Student's level of clinical growth and competence and to complete one or more evaluation reports on forms to be provided by the School. The evaluation process may include a conference between the Student and supervisor at the time the report is completed. The evaluation report(s) will be sent to the School on the date(s) requested. The City will maintain such records as may be requested by the School to evaluate each Student's performance in the program as agreed upon mutually between the parties.
- h. <u>Inspection of Program Records</u>. The City agrees, on reasonable request made by the School at any time during or after the Program, to allow inspection by the School and accrediting agencies of its facilities, Student records, or other records or items which pertain to the Program or to the School's Students (except as limited by law, regulation, or agreements). The City agrees to dispose of or destroy such records no sooner than is consistent with the City's documentation retention policies, available online at https://index.sfgov.org/.
- i. <u>Additional Items.</u> Additional responsibilities of City and related information, if any, are listed in Appendix 1.

5. <u>No Monetary Payment For Services Rendered</u>

- a. Neither party to this Agreement will pay any amounts to the other party for services rendered under this Agreement (except to the extent this Agreement requires payment of costs or penalties associated with: any violation of the Agreement's terms or violation of the law; indemnification; or payment of taxes).
- b. It is understood and agreed that Students are not employees of City and will not be entitled to any monetary payment or employee benefits (*e.g.*, workers' compensation, health, or retirement benefits) for services performed by them in the specific course of training, nor will City otherwise have any monetary obligation to School administration or faculty or anyone else by virtue of this Agreement.
- c. Students are responsible for travel and other expenses as part of their clinical experience.
- d. If there is any stipend or other payment for Students, such information will be included in Appendix 1 or will be separately addressed by way of an amendment to this Agreement or via another written agreement between City and School.

6. Independent Contractor; Payment Of Taxes And Other Expenses

- a. School and Student will be deemed at all times to be independent contractors, and School is wholly responsible for the manner in which School and Student perform the service required of School and Student by this Agreement. School is liable for the negligent acts and omissions of it, its employees, and its agents, including its Students. Nothing contained in this Agreement may be construed as creating an employment or School relationship between City and School, or City and Student.
- b. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Student is an employee for purposes of collection of any employment taxes, School will promptly forward amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by School which can be applied against this liability). City will then forward those amounts to the relevant taxing authority.
- c. Should a relevant taxing authority determine a liability for past services performed by Student for City, upon notification of such fact by City, School will promptly remit such amount due to City (again, offsetting any amounts already paid by School which can be applied as a credit against such liability).
- d. A determination of employment status pursuant to the preceding two paragraphs is solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Student will not be considered an employee of City.

7. <u>Insurance</u>

- a. <u>Required Coverages</u>. Without in any way limiting School's liability pursuant to the "Indemnification" section of this Agreement, School must maintain in force, during the full term of and as required by this Agreement, insurance in the following amounts and coverages for each and every Student participating in the clinical Program:
 - (1) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Policy must include Abuse and Molestation coverage.
 - (2) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
 - (3) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.
 - (4) Professional Liability Insurance, applicable to Student's field of study, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Program, and with a deductible not to exceed an amount approved by the City.
 - (5) Cyber and Privacy Insurance with limits of not less than \$3,000,000 per claim and not less than \$10,000,000 annual aggregate. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form. Such coverage must include coverage for data breach, including notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. [NOTE: Risk Management recommends that the department adopt a policy prohibiting students from using City devices to engage in any personal use (e.g., web browsing) or to access any personal email in order to reduce risk. (This is stronger than basic city policy re employees.)]
- b. Should any of the required insurance be provided under a claims-made form, School must maintain such coverage without lapse, for a period of three years after the expiration of this Agreement either through continuation of the policy or purchase of extended reporting, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims will be covered by such claims-made policies.
- c. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit,

such annual aggregate limit shall be three times the occurrence limits specified above.

- d. Insurance policies shall provide the following:
 - (1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees, but only insofar as the operations under this Agreement are concerned. This additional-insured endorsement is required for Commercial General Liability and Business Automobile Liability.
 - (2) Provide that all workers compensation and/or accident policies are to waive subrogation in favor of City.
 - (3) That such policies are primary insurance to any other insurance available to the City and County of San Francisco, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- e. All policies shall provide:
 - (1) Thirty (30) days advance written notice to City of cancellation, non-renewal or reduction in coverage, mailed to the following address:

[DAS Program Manager] [Street Address] San Francisco, CA [ZIP]

- f. City will not be responsible for any premiums or assessments on the policy.
- g. Before commencement of the term of this Agreement, and prior to each annual renewal, certificates of insurance, in form and equal to AM Best ratings of A- VIII with insurers acceptable to City, shall be furnished to City, with complete copies of policies to City upon request.
- h. Approval of the insurance by City does not limit, relieve or decrease the liability of the School under this Agreement.
- i. Nothing in this Agreement shall prevent School from self-insuring all or part of the insurance requirements.
 - (1) Should School self-insure any required coverage, School shall provide a Letter of Self-insurance signed by an authorized individual.
 - (2) If School self-insures all or part of the required insurance, the corresponding policy endorsements, certificates of insurance, and copies of policies, required in Section 7d and 7g of this agreement, are hereby waived for the self-insured portions of coverage, with exception of the agreement to not subrogate against City.
- 8. <u>Indemnification and General Liability</u>

[NOTE: The City's agreements with other public agencies/educational institutions often, but not always, contain mutual indemnification clauses. If the

school requests mutual indemnification, the department may use the language below and must also submit a memo pursuant to Admin Code Section 1.24 to the Risk Manager for each such agreement. If there is not a request for mutual indemnification, you can use the language from the P-600 regarding indemnification instead.]

- a. School shall indemnify and hold City, its officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages (collectively, "Claims") arising out of the performance of this Agreement, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of School or its officers, agents, students, or employees.
- b. City shall indemnify and hold School and its officers, agents, students, or employees, harmless from and against any and all Claims arising out of the performance of this Agreement, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of City or its officers, agents, or employees.
- c. In the event of concurrent negligence of City and its officers, employees, and agents, and School and its officers, agents, students, or employees, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.
- d. School and City shall indemnify and hold each other harmless from all loss and liability, including attorneys' fees, court costs, and all other litigation expenses for any infringement of the patent rights, copyright, trade secret, or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City or School of each other's articles or services to be supplied in the performance of this Agreement.
- e. The mutual indemnification provisions listed in this Section 8 do not apply to situations covered more specifically by Section 3.9 of Appendix B, which controls in such situations.

9. Applicable Law

a. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

10. Problem Resolution

a. The parties shall meet and attempt to resolve all disputes and differences that may arise between the parties hereto concerning construction, interpretation, performance, operation, or breach of the matters in this Agreement prior to seeking any legal remedy.

11. Effective Date and Term Of Agreement

a. This Agreement shall be effective when executed by both parties and shall continue for a term of five (5) years from <date>.

- b. Each Party to this Agreement has the option, in its sole discretion, to terminate this Agreement, at any time during the term of the Agreement, for convenience and without cause. The terminating Party shall exercise this option by giving the other Party written notice of termination. The notice must specify the date on which termination become effective, providing at least sixty days' notice (except in the case of an emergency, failure to provide required insurance, or with the consent of the other Party).
- c. City may cancel scheduled instruction or limit or withdraw use of any facility when such instruction or use of such facility would interfere with the effective operation of the City program or facility. City shall give the School sixty days notice in advance of its intent to cancel, limit, or withdraw facilities, except in the case of an emergency or with the consent of the School.

12. <u>Notices to the Parties</u>

a. All notices (except data breaches) to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

To City: [Program Manager for DAS]

[Street Address]

San Francisco, CA [ZIP]

And for complaints, summonses, writs, subpoenas, or other legal pleadings:

San Francisco Mayor's Office 1 Dr. Carlton B. Goodlett Place, Room 200 San Francisco. CA 94102

To School:

<school> <address> <attn.> <attn title>

b. Data breaches and privacy incidents (for example, exposed passwords, lost or stolen hard copy containing PII, removal of City Data from HSA or DAS systems, etc.) must be reported as specified in Appendix 2.

13. Entire Agreement and Modification of Agreement

- a. This contract sets forth the entire agreement between the Parties and supersedes all other oral or written provisions. No warranties (expressed or implied), representations, promises, or statements have been made by either Party unless included in this Agreement.
- b. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

14. Venue and Jurisdiction

The parties hereto agree that all actions or proceedings arising in connection with this Agreement will be filed and litigated exclusively in the State and Federal courts located in the County of San Francisco, State of California. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of San Francisco, State of California, shall have personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each Party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in paragraph 12 of this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

15. Sunshine Ordinance.

a. School acknowledges that this Agreement and all records related to its formation are subject to the California Public Records Act (California Government Code § 7920 *et seq.*) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

16. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then:

- a. The validity of other provisions of this Agreement shall not be affected or impaired thereby, and
- b. Such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by and on behalf of the parties hereto, the day and year first above written.

(signature page follows)



Agreement for Use of Data, Facilities, and Opportunities for Clinical Experience Signatures.

City:	School:
	<school></school>
	<address></address>
Kelly Dearman	<school agent=""></school>
Executive Director	<school agent="" title=""></school>
Department of Disability and Aging Services	
Aging Services	
Approved as to Form:	
Approved de le Fermi.	
[name]	
Deputy City Attorney	
Appendices:	
1. List of Programs	
Data Access and Sharing Terms	

Agreement for Use of Data, Facilities, and Opportunities for Clinical Experience

between

San Francisco Department of Disability and Aging Services

and

<school>

APPENDIX 1

- 1. This Agreement includes the following Programs:
 - a. can all any applicable details.
 - b. cprogram>, add any applicable details.
- 2. The nature of the School's Program(s) involved in this Agreement is as follows:

Insert details.

- 3. The Parties to the Agreement further agree to the following related to the Programs listed above:
 - a. The City agrees to:
 - Provide a planned, supervised program of internship experience in collaboration with and at the request of School which is mutually acceptable to both the School and the City as part of the School's education program.
 - ii. As agreeable to City, maintain records and reports on each Student's performance and provide written evaluations of each Student's performance to the School at mid-semester and at the end of each semester.
 - iii. Request the School to engage in a joint evaluation of any Student whose performance is questionable, whose personal characteristics seem to prevent desirable relationships within the City, or whose health status becomes a detriment to the Student's successful completion of the internship.
 - iv. On reasonable request by School, to allow the inspection by the School of the City facilities, services available for internship experience, Student records, and such other items pertaining to the City's participation in the School's educational program.

- v. Designate the name and professional credentials of the person(s) to be responsible for the City's component of the supervision of Students.
- vi. Assign an internship supervisor who will be a person mutually agreeable to the School and the City and who will meet all of the qualifications and requirements to be an internship supervisor of the School of Social Work.
- vii. Immediately notify the School in writing of any change or proposed changes in the City's participation in the School's educational program.

viii. [what else?]

b. The School agrees to:

- i. Send the name of each Student to the City as soon as possible before the beginning date of the internship.
- ii. Supply, with the Student's permission, any additional information required by the City or that will be helpful to the City prior to the arrival of the Student.
- iii. Assign to the City only those Students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- iv. Make available faculty members to discuss with the designee of the City the assignment to be assumed by the Student in the internship program.
- v. Comply with all established policies and practices of the City as such policies and practices are made known by the City to the School. The School further agrees that Students will be subject to all rules and regulations pertaining to regular City staff (including volunteers/interns).
- vi. Notify all participating Students the requirement that their appearance and performance on duty will be consistent with the requirements of staff in the position that they are training for.

vii. [what else?]

- c. It is mutually agreed that:
 - i. The City will assess no fees to the School or Students for the use of the City's resources in connection with this training program.
 - ii. The following are the responsibilities of the Student(s):
 - 1. Provide and maintain personal health insurance.
 - 2. Follow the administrative policies of the City, including confidentiality policies, personnel practices, formal protocols. etc.

- 3. Provide personal transportation and living arrangements for themselves.
- 4. Report to the City on time and follow all established rules and regulations during regularly scheduled operating hours of the agency.
- 5. Abide by the National Association of Social Workers Code of Ethics and any similar California professional organization guidelines, as long as these are consistent with the client service obligations of [name of DAS division/program] pursuant to California statutes and regulations.
- 6. Abide by the School's Code of Student Conduct, Policies and Regulations, Field Internship Manual, and [what else] as they relate to professional behavior in field internships.
- 7. [what else?]
- d. Anything else?

Agreement for Use of Data, Facilities, and Opportunities for Clinical Experience

between

San Francisco Department of Disability and Aging Services

and

[school]

APPENDIX 2 Access to and Use of City Data

[NOTE RE TEMPLATE: DO NOT CHANGE THIS LANGUAGE WITHOUT PERMISSION FROM HSA PRIVACY]

- 1. [Reserved.]
- 2. [Reserved.]
- 3. City Data Sharing
 - 3.1.[Reserved.]
 - 3.2. <u>Data Ownership</u>. School agrees that the Data accessed by or shared to Students through this Agreement is the sole property of City and will be used exclusively for the purposes described in this Agreement.
 - 3.3. [Reserved.]
 - 3.4. [Reserved.]
 - 3.5. [Reserved.]
 - 3.6. <u>Safeguards</u>. School and Students shall safeguard the confidentiality of all shared City Data at all times.
 - 3.7. No Re-Disclosure or Reporting. School and Students may not re-disclose City Data or otherwise prepare reports, summaries, or other material (in electronic or hard-copy format) regarding or containing City Data for transmission to any other requesting individuals, agencies, or organizations without prior written City approval.
 - 3.8. <u>Subcontracting</u>. School may not subcontract any portion of this Agreement, except upon prior written approval of City, which shall not be unreasonably withheld, so long as School can show that subcontractor can and shall meet the same confidentiality requirements with respect to City Data and the terms of this Agreement. If the City approves a subcontract, School remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the material terms of this

- Agreement. To the extent that any subcontractor would have access to shared City Data, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as School's access.
- 3.9. <u>Liability</u>. School and Students shall comply with all applicable local, state, and federal laws regarding the transmission, storage and protection of all City Data. School agrees that any failure of School and Students to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Agreement. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or Breach of City Data attributable to the actions of School or Students, School shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. For clarity, School, not the City, is responsible for the costs of breach remediation to the extent School or Student is responsible for impermissible use or Breach. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement.
- 3.10. <u>Disposition of Data</u>. City Data must not leave City systems. City Data shall not be transferred to non-City devices or to cloud services by any means, including email to email addresses other than those belonging to the City or its community-based organizations. Except as otherwise required by law, at the termination or expiration of this Agreement, or upon written request of the City, School and Students shall, at the City's discretion, either 1) destroy copies (hardcopy and electronic), if any, of all data printed and/or downloaded under this Agreement and may be required to sign an attestation that all data in its possession was destroyed; or 2) return same to DAS for destruction. School and Students shall ensure that such data has been destroyed in accordance with National Institute of Standards and Technology (NIST) guidance regarding media sanitization.

4. Data Security

4.1. Security of PII.

4.1.1. School will require that Students maintain strict confidentiality of all client records and information that they may become privy to when they are involved in any program covered by this Agreement, according to all applicable laws, regulations, and agreements.

4.1.2. [Reserved.]

4.1.3. The City acting at its sole discretion may audit School's Data Users at any time. If an audit reveals an irregularity or security issue, the City may take corrective action including but not limited to termination of such School's and/or Data User's access to the System(s) permanently or until the City determines that all irregularities have been satisfactorily cured. School and each Data User understands that the City may create and review an audit trail for each Data User, including but not limited to: noting each Data User's ID(s), the information accessed, and/or the date accessed. School and

each Data User understands that any inappropriate access or use of information, as determined by the City, may result in the temporary and/or permanent termination of School's or such Data User's access to the System(s). School remains liable for all inappropriate System(s) access, misuse and/or breach of information, whether in electronic or hard-copy form.

- 4.1.4. In addition to all other remedies in this Agreement and in law for a Breach of City Data, failure to properly secure City Data may result in termination of access to such City Data.
- 4.2. [Reserved.]
- 4.3. [Reserved.]
- 4.4. <u>Notification of Legal Requests</u>. School shall immediately notify City upon receipt of any legal requests related to City's Data under this Agreement, or which in any way might reasonably require access to City's Data, and in no event later than 48 hours after it receives the request. School shall not respond to legal requests related to City without first notifying City. School shall retain and preserve City Data in accordance with City's instruction and requests, including without limitation any retention schedules and/or litigation hold orders provided by the City to School, independent of where City Data is stored.
- 4.5. Minimum Use. Access to City Data will be restricted to authorized personnel for the express purpose of performing duties in connection with the intended use of the Data under this Agreement. School and its Data Users shall request and access City Data only to the minimum extent necessary to accomplish the intended use of the Data under this Agreement. Disclosures, if allowed by law and this Agreement, must disclose the minimum amount of data possible. All persons who have access to the Data will be advised of the confidentiality requirements detailed in this Agreement and its Exhibits.
- 4.6. <u>Supervision of Data</u>. City Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, or desk. Locked offices are not considered secure unless they are inaccessible to staff who are not Data Users (including janitorial staff). Unattended means that information is not being observed by a Data User authorized to access the information. City Data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes or other commercial modes of travel.
- 4.7. No Faxing/Mailing. City Data may not be faxed or mailed.
- 4.8. [Reserved.]
- 4.9. [Reserved.]
- 4.10. <u>Notification of Compromised Password</u>. In the event that a password assigned to or created by a Data User and used to access City Data is compromised or disclosed to a person other than the Data User, School or Student shall upon learning of the compromised password immediately notify

SFHSA at HSAPrivacyOffice@sfgov.org. School is liable for any such misuse. Misuse of Data User's ID and/or password shall provide grounds for SFHSA to terminate and/or limit School's access to SFHSA Data.

- 4.11. [Reserved.]
- 4.12. [Reserved.]
- 4.13. [Reserved.]
- 4.14. [Reserved.]
- 4.15. [Reserved.]
- 4.16. [Reserved.]
- 4.17. [Reserved.]
- 4.18. <u>International Transfers</u>. City Data shall not be transferred, transmitted, or transported outside the borders or legal jurisdiction of the United States of America.
- 5. System(s) Access Data Security
 - 5.1. [Reserved.]
 - 5.2. [Reserved.]
 - 5.3. [Reserved.]
 - 5.4. [Reserved.]
 - 5.5. <u>Deprovisioning Schedule</u>. School, through contact with the DAS Intern Liaison, has responsibility to deprovision Data Users from the System(s) as appropriate on an ongoing basis. School must immediately deprovision a Data User upon any event ending that Data User's need to access the System(s), including discontinuation of studies and/or termination. School remains liable for the conduct of Data Users until deprovisioned. When deprovisioning Students, School must maintain evidence that the DAS Intern Liaison was notified.
 - 5.6. <u>Role Based Access</u>. Each Data User's access to the System(s) will be role-based and access is limited to that necessary for the purposes specified in this Agreement. The City will assign Data User roles upon provisioning and reserves the right to deny, revoke, limit, or modify Data User's access acting in its sole discretion.
 - 5.7. <u>Training Requirements</u>. Before System(s) access is granted, and annually thereafter, each Data User must complete privacy and security training, including but not limited to the SFHSA Privacy Training for New Employee Orientation (https://intranet.sfhsa.org/sites/default/files/2021-02/Privacy%20NEO%20slides%20Feb2021%20%281%29_0.mp4) and SFHSA Cybersecurity Training (accessed through the SF Employee Portal > Work Links > SF Learning).

Before Data User's first access to System(s), system-specific training must be

- completed. For information about system-specific training, contact the DAS Intern Liaison.
- 5.8. <u>Data User Confidentiality Form</u>. Before System(s) access is granted, each Data User must complete SFHSA's individual user confidentiality form. This must be renewed annually.
- 5.9. <u>Acceptable Use</u>. Data Users may use system access solely to perform functions within the scope of work for this Agreement.
- 5.10. <u>Systems Access Corrective Action</u>. School shall take corrective action, including but not limited to notifying DAS Intern Liaison to terminate and/or suspend any System(s) access by any Data User who acts in violation of this Agreement and/or applicable regulatory requirements.
- 5.11. System Credentials. Each individual Data User will be assigned or create a User ID and password for the system(s) or application(s) they are authorized to access. School and each Data User shall protect the confidentiality of User IDs and passwords and shall not divulge them to any other person(s). Data Users shall not share credentials nor allow their use, or access to City systems or data permitted by their use, by any other individual. School is responsible for the security of the User IDs and passwords issued to or created by School's Data Users and is liable for any misuse.
- 5.12. <u>Multi Factor Authentication</u>. School and each Data User must use multi-factor authentication as directed by the City to access the System(s).
- 5.13. Qualified Personnel. School shall allow only qualified personnel under School's direct supervision to act as Data Users with access to the System(s).
- 5.14. Remote Access. If given remote access to the internal SFHSA network (such as by means of Remote Desktop), School and each Data User must perform work in such a way that City Data is not transmitted or stored outside the SFHSA computing environment.
- 5.15. <u>Embedded Network Access</u>. If given access to the internal SFHSA network by means of embedded network access (such as an Active Directory account), School and each Data User must:
 - 5.15.1. Use only City-issued IT equipment when working with City Data or performing duties related to this Agreement; and
 - 5.15.2. Perform work in such a way that City Data is not transmitted or stored outside the SFHSA computing environment.
- 5.16. <u>City-issued IT Equipment</u>.
 - 5.16.1. City-issued workstations and laptops are to be used only for the purposes described in this Agreement and only by authorized Data Users.
 - 5.16.2. City-issued IT equipment shall not be transported outside the borders or legal jurisdiction of the United States of America.

5.16.3. School and each Data User must use reasonable measures to ensure that City IT equipment is not lost, stolen, or used for unauthorized access, including:

Laptop computers and other portable devices shall not be left unattended for any amount of time outside of secure locations such as HSA offices or the user's private residence.

Laptop computers, desktop computers, and other reasonably portable devices shall be physically secured in a locked room or cabinet, and / or affixed to furniture with a cable lock or similar control, whenever not in use.

City-issued IT equipment shall not be left unattended in any vehicle for any amount of time.

City-issued IT equipment shall not be checked in baggage on commercial airplanes or other commercial modes of travel. If traveling with City-issued IT equipment, the equipment must be under the direct control or observation of the assigned user at all times.

- 6. [Reserved.]
- 7. [Reserved.]
- 8. [Reserved.]
- 9. Data Breach.
 - 9.1. Data Breach Notification. School shall notify the SFHSA immediately by email at HSAPrivacyOffice@sfgov.org upon the discovery of a breach (as herein). For purposes of this Section, privacy and security data breaches and incidents shall be treated as discovered by School as of the first day on which such breach or incident is known to the School, or, by exercising reasonable diligence would have been known to the School. School shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a Student, employee or agent of the School.

In the event that School or Student experiences a data breach that results in a confirmed unauthorized disclosure that compromises the security, confidentiality, or integrity of City Data, School shall, as applicable:

- 9.1.1. Notify City immediately following discovery, but no later than forty-eight (48) hours, of such confirmation. School's report shall identify:
 - (a) the nature of the event, use or disclosure;
 - (b) the information accessed, used or disclosed;
 - (c) the person(s) who accessed, used and disclosed and/or received

protected information (if known);

- (d) what School has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
- (e) what corrective action School has taken or will take to prevent future unauthorized access, use or disclosure.
- 9.1.2. Coordinate with the City in its breach response activities including without limitation:
 - (a) Immediately preserve any potential forensic evidence relating to the breach, and remedy the breach as quickly as circumstances permit;
 - (b) Promptly (within 5 business days) designate a contact person to whom the City will direct inquiries, and who will communicate School responses to City inquiries;
 - (c) As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City Data or systems as directed by the City, and undertake appropriate response activities;
 - (d) Provide status reports to the City on Breach response activities, either on a daily basis or a frequency approved by the City;
 - (e) Make all reasonable efforts to assist and cooperate with the City in its Data Breach response efforts;
 - (f) Ensure that knowledgeable School staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Data Breach; and
 - (g) Cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials as it relates to City's Data only, required to comply with applicable law or as otherwise required by City.
- 9.1.3. Perform or take any other actions required to comply with applicable law as a result of the occurrence;
- 9.1.4. Provide to City a detailed plan within ten (10) calendar days of the occurrence describing the measures School will undertake to prevent a future occurrence;
- 9.1.5. Assist the City upon request and/or as directed in providing notice and/or monitoring to affected individuals, in compliance with applicable law;

- 9.1.6. If notification to individuals whose information was breached is required under state or federal law, and regardless of whether School is considered only a custodian and/or non-owner of the City Data, School shall, at its sole expense, and at the sole election of City, either:
 - (a) make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. School shall inform the City of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 - (b) cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.
- 9.1.7. If notification to individuals is required, and regardless of whether School is considered only a custodian and/or non-owner of the City Data, School shall, at its sole expense, and at the sole election of City, either:
 - (a) electronically submit a single sample copy of the security breach notification as required to the state or federal entity and inform the City of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 - (b) cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.
- 9.2. <u>Breach Corrective Action</u>. School shall take prompt corrective action to mitigate any risks or damages involved with the breach or incident and to protect City Data and the operating environment; and take any action pertaining to a stopping a breach that is required by applicable federal and state laws.
- 9.3. <u>Media Communications</u>. City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs School to do so.
- 9.4. <u>Disclosure Restrictions</u>. In the event of a Federal or other entity restriction placed upon the timing of School's notification to City of a Data Breach or of loss of City Data, School shall immediately disclose such restriction to City and/or require that the entity that placed such restriction immediately notify City.

10. Confidentiality

10.1. Compliance with Chapter 12M. If Students acquire "Private Information" within the meaning of San Francisco Administrative Code Chapter 12M, Student and School shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing their duties under this Agreement. School is subject to the enforcement and penalty provisions in Chapter 12M.

- 10.2. Proprietary Information. In performing their duties under this Agreement, Students may have access to SFHSA's proprietary or confidential information, the disclosure of which to third parties may damage SFHSA. If SFHSA discloses proprietary or confidential information to Students, such information must be held by Students and School in confidence and used only in performing their duties under this Agreement, except as required by law, professional rule, or regulation. Students and School shall exercise the same standard of care to protect such information as a reasonably prudent Student or School would use to protect its own proprietary or confidential information.
- 10.3. <u>Court Orders</u>. Some City Data may be shared only by Court Order. Any required Court Orders shall be considered a part of and incorporated into this Agreement, governed by all its terms.
- 10.4. Protected Health Information (PHI). The parties acknowledge that for access to PHI or to System(s) and Data Sets subject to terms of Business Associate Agreements signed by SFHSA, SFHSA may require School to sign a Business Associate Agreement requiring compliance with the HIPAA Privacy Rule governing the access, transmission, and storage of health information and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"). School, Student, all agents and employees of School, and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of any and all PHI disclosed to Student and School by SFHSA in the performance of this Agreement. School agrees that any failure of Student or School to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract.

11. Use of City Data in School Reports, Research, and Publication

- 11.1. De-identification. All materials produced by Student, including but not limited to reports, research papers, reflections, essays, and publications will be de-identified and contain sufficient protections to ensure SFHSA client anonymity and to adhere to the mandates for confidentiality as required by all applicable law, court orders, and this Agreement. No materials will be disseminated that describe or identify specific individuals, families, or households. No names, street addresses or other information that could be used to identify a particular individual, family, or household will be disseminated nor will Student cross-reference the Data with individually-identifiable records from any other data set without authorization from SFHSA to do so.
- 11.2. <u>Research</u>. Student shall not engage in any research requiring IRB approval under this Agreement.
- 11.3. <u>Publication</u>. Any publication resulting from City Data shared to the Student or School under this Agreement must indicate that the Data was provided by SFHSA and will include a disclaimer to the effect that published material does not necessarily reflect the views of SFHSA. SFHSA reserves the right to review and comment on any document or data set completed as a result of the sharing of information for compliance with this Agreement before release

to any entity. The period of SFHSA review will be 30 days from SFHSA receipt of the work product.

Except as otherwise required by law any reports, memoranda, documents, recordings, drawings, software or other materials that Student has developed from the Data shall be the sole property of Student.



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Please direct any questions to Dr. Marian Liu at marianliu@purdue.edu.