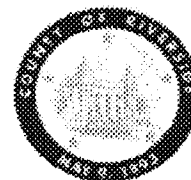


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

722



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
March 15, 2011

**SUBJECT: APPROVAL OF FY 11/12 PROFESSIONAL SERVICES AGREEMENT #AS-02030
WITH THE NATIONAL COUNCIL ON CRIME AND DELINQUENCY (NCCD)**

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve and authorize the Chair of the Board to execute the professional services agreement #AS-02030 with NCCD, without competition, between the National Council on Crime and Delinquency (NCCD) and the Department of Public Social Services (DPSS) for \$27,400 annually for the period of July 1, 2011 through June 30, 2012, which contains an option to renew the agreement for two additional one-year periods; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed a maximum reimbursable rate of \$27,400; and
3. Authorize the Director of DPSS to administer the Agreement with National Council on Crime and Delinquency.

Susan Loew

Susan Loew, Director

(CONTINUED – 2 PAGES IN TOTAL)

FINANCIAL DATA	Current F.Y. Total Cost:	\$27,400	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$4,483	Budget Adjustment:	No
	Annual Net County Cost:	\$4,483	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: Federal: 37.43% ; State: 46.21%; County: 16.36%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

Debra Cournoyer
Debra Cournoyer

County Executive Office Signature

Dept' Recomm.:
Per Exec. Ofc.:
Policy Consent
Policy Consent

Prev. Agn. Ref.: 5/20/08 (#3.36) ; 4/4/06 (#3.16) | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.34

Mark Seiler
Mark Seiler, Assistant Director
County Purchasing Department

Departmental Concurrence

Lafisa R. McKenna
Lafisa R. McKenna
County Counsel

TO: BOARD OF SUPERVISORS

DATE: 03/15/11

Page: 2

SUBJECT: FY 11/12 Agreement #AS-02030 - National Council on Crime and Delinquency (NCCD) for SDM Supportive Services and Work Products

BACKGROUND:

On May 20, 2008 (Agenda #3.36), the Board of Supervisors authorized DPSS to enter into contract with National Council on Crime and Delinquency, without competition, to provide SDM Supportive Services and Work Products for Fiscal Year 08/09 with an option to renew for two additional years. The current agreement expires on June 30, 2011 and contains no remaining renewal options.

DPSS Adult Protective Services program has utilized SDM for several years and although the implementation of decision making tools is complete, there is a continued need for other supportive services and work products specific to SDM that only this vendor can provide. These additional services will help to refine the tools and increase staff mastery of SDM utilization in the response to and investigation of allegations of abuse, neglect and exploitation of the elderly and vulnerable adults.

We would like to enter into a new agreement with NCCD in order to continue the progress made by use of the SDM work products and supportive services. Additionally, this contract would improve the consistency, objectivity and validity of decisions in abuse cases and help APS focus limited resources on cases with the highest levels of risk and need. In addition to continual utilization of the SDM data base, this contract includes advanced training and the production of reports that describe the nature of APS reports and investigations as well as assessment findings.

The outcome of structuring the assessment process in this way is a greater likelihood of consistent and appropriate intervention decisions in which the highest priority is given to cases at the highest risk at the time of response, and identifying those most likely to be at risk of future maltreatment. Administrators use SDM to decide how to allocate available resources in the face of increasing workloads, improve planning and evaluation of services, as well as improve the consistency of decisions made across agency staff. The benefit to the County, we believe, is increased safety and well being of elders and dependent adults in our community.

FINANCIAL DATA:

This Agreement shall allocate \$27,400 for the period of July 1, 2011 through June 30, 2012 with two (2) one-year renewal options.

FY 11/12 Source of Funds: Federal: 37.43%; State: 46.21%; County: 16.36%

CONCUR/EXECUTE: County Purchasing

Date: January 11, 2011
From: Susan Loew, Director
Department: Department of Public Social Services
To: Board of Supervisors
Via: Purchasing Agent
Subject: Request for Sole Source Procurement

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested:

FY 11/12 – Renewal of Structured Decision Making (SDM) Supportive Services Agreement. This agreement allows for the continued implementation of safety tool enhancements, issuance of management reports, technical assistance and training in relation to the Structured Decision Making (SDM) tools previously implemented by NCCD. The current agreement expires June 30, 2011 and contains no renewal options.

DPSS Adult Protective Services program has utilized SDM for several years and although the implementation of decision making tools is complete, there is a continued need for other supportive services specific to SDM that only this vendor can provide. These additional services will help to refine the tools and increase staff mastery of SDM utilization in the response to and investigation of allegations of abuse, neglect and exploitation of the elderly and vulnerable adults.

SDM was developed by the Children's Research Center (CRC), a division of the National Council on Crime and Delinquency (NCCD). NCCD/CRC is a non-profit organization based in Oakland, and its mission is to promote effective, humane, fair and economically sound solutions to criminal justice, family and community problems. Riverside County was the first to apply these tools to APS and has successfully implemented three tools: a screening tool, a response priority tool, and a safety assessment tool to the division of APS.

Supplier being requested:

National Council on Crime and Delinquency (NCCD)

Alternative suppliers that can or might be able to provide supply/service:

None

Extent of market search conducted:

The County of Riverside has entered into agreements with this vendor without competition for several years due to the uniqueness of products and services provided by NCCD. Currently there are 28 counties in California using the SDM model.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

The Structured Decision Making (SDM) tool is a specific instrument which has been designed to support and assist Social Services Workers in making comprehensive, well reasoned, and thorough decisions concerning the protection of children and adults. The instrument is a decision tree that has been statistically validated through a thorough field testing and pilot program conducted by the California Department of Social Services in cooperation with numerous counties in California, extending over several years.

No other tools available in the field of elder abuse to guide decision making has the research capability found in SDM. A major feature of SDM tools is not only the ability to provide a structure within which decisions are uniformly made, but also to provide data that continually tests the validity of the tool as well as provides management data.

It would be difficult for any other vendor to successfully compete for this project given the unique nature of the SDM application, and the fact that we already have three SDM tools in use. Doing so would severely delay data collection and leaves us with no feedback on the efficacy of what has been developed thus far.

Reasons why my department requires these unique features and what benefit will accrue to the county:

APS would like to enter into a new agreement with NCCD in order to continue the progress made by use of this work product. Additionally, this contract would improve the consistency, objectivity and validity of decisions in abuse cases and help APS focus limited resources on cases with the highest levels of risk and need. In addition to continual utilization of the SDM data base, this contract includes advanced training and the production of reports that describe the nature of APS reports and investigations as well as assessment findings.

The outcome of structuring the assessment process in this way is a greater likelihood of consistent and appropriate intervention decisions in which the highest priority is given to cases at the highest risk at the time of response, and identifying those most likely to be at risk of future maltreatment. Administrators use SDM to decide how to allocate available resources in the face of increasing workloads, improve planning and evaluation of services, as well as improve the consistency of decisions made across agency staff. The benefit to the County, we believe, is increased safety and well being of elders and dependent adults in our community.

Price Reasonableness:

We believe that a sole source contract with NCCD is in the best interest of the public as it is highly unlikely that any competing vendor could provide an acceptable alternative at a competitive cost within a reasonable timeframe. The pricing made available by NCCD to Riverside County is the same pricing offered to other County and State agencies and is considered competitive in the industry.

To make this a competitive process, the following would be required of all competition: Each vendor would need the ability to produce a Safety Assessment tool that is similar in nature to one that NCCD has produced (NCCD owns the trademark) and works with the screening and response tools that NCCD has already created for DPSS and is now testing. In addition, each vendor would need to design and build a database that would ensure system functionality in accordance with the existing SDM system. To accomplish this, a vendor would have to conduct an analysis of the SDM decision tree tool itself as well as the business processes involved in using this system. The vendor would have to conduct extensive validation testing to ensure integrity of the data and that outcome measurements are in accordance with the functionality that is expected of the SDM system.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements?

No, moving forward with this sole source procurement would not further obligate the County to future contractual arrangements; however, it is being requested that DPSS contract with NCCD for the period of July 1, 2011 through June 30, 2012, with two [2] one-year renewal options.

Susan Joew

1-12-10

Department Head Signature

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

[Signature]

1-21-11

Purchasing Agent

Date

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

PROFESSIONAL SERVICES AGREEMENT: AS-02030

CONTRACTOR: NATIONAL COUNCIL ON CRIME AND DELINQUENCY (NCCD)

AGREEMENT TERM: July 1, 2011 through June 30, 2012

MAXIMUM REIMBURSABLE AMOUNT: \$27,400

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, has developed Structured Decision Making tools to support and assist Adult Protective Services Social Workers in making comprehensive, well-reasoned and thorough decisions concerning the protection of elderly and/or dependent adults, and guiding the provision of appropriate services and interventions;

WHEREAS, DPSS desires to continue to use SDM work products, and requires additional management reports, technical assistance/consultation/training for advanced utilization of the Structured Decision Making tools that are currently utilized by APS;

WHEREAS, the National Council on Crime and Delinquency is qualified to provide the needed data collection, management reports, technical assistance and training regarding Structured Decision Making;

WHEREAS, DPSS desires the National Council on Crime and Delinquency, hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Agreement.

Authorized Signature for County:	Authorized Signature for Contractor:
Printed Name of Person Signing: Bob Buster	Printed Name of Person Signing: S. Christopher Baird
Title: Chairman, Board of Supervisors	Title: Executive Vice President
Address: 4080 Lemon Street, 4 th Floor Riverside, CA 92501-3679	Address: 426 South Yellowstone Drive, Suite 250 Madison, WI 53719
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
 BY: *Lanisa R. McKenna* 2/1/11
 LANISA R-MCKENNA DATE

THE NATIONAL COUNCIL ON CRIME AND DELINQUENCY

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

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- Exhibit A- Deliverable Sign-Off Sheet
- Exhibit B- DPSS Form 2076A with instructions
- Exhibit C- Confidentiality Clause
- Exhibit D- HIPAA Associated Business Agreement

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS/DEFINITIONS

- A. "APS" refers to the County of Riverside, Adult Protective Services Division.
- B. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- C. "IHSS PA" refers to the In-Home Supportive Services Public Authority Division of DPSS.
- D. "SDM" refers to the Structured Decision Making tools which are used to guide APS social worker decision making.

II. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign DPSS staff to be the liaison between the Contractor and DPSS.
- B. As needed, monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.
- C. Provide the Contractor known state statutes, County policy and procedures, data reports and any other available data and/or information needed to facilitate, and otherwise fulfill the terms and conditions of this Agreement.
- D. Convene an ongoing workgroup of DPSS staff to review tools, data and reports and participate in the creation of needed policy and procedure recommendations.
- E. Review and approve management reports, training and any upgrades or changes to the tools or data collection system provided by the Contractor.
- F. Provide written authorization for all work assigned by completing the Deliverable Sign-Off Sheet incorporated herein as Exhibit A.
- G. Provide Contractor with data for management reports as needed.

III. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- A. Assign staff to be the liaison between the Contractor and DPSS.
- B. Obtain written authorization for all work performed by completing and securing appropriate DPSS signatures on the Deliverable Sign-Off Sheet incorporated herein as

Exhibit A.

- C. Review state statutes, state and County policies and procedures, and data reports, and any other data and information provided by DPSS to facilitate the performance of this Agreement, as needed.
- D. In conjunction with the APS Management Team, make recommendations to the Department regarding the need for enhancement of the Screening, Response Priority and/or Safety Assessment tools, data collection system and/ or other implementation issues.
- E. Provide three (3) hours of technical support via teleconference with the Adult Protective Services (APS) Management Team for a cost not to exceed \$2,400. The teleconference may be divided into 3, 1 hour sessions.
- F. Produce two (2) SDM case management reports. Desired Parameters of each case management report will be provided to NCCD by DPSS. The reports shall be submitted to DPSS no later than May 30, 2012, with review of one management report to coincide with a scheduled on-site visit. One of the reports may be a special topic report regarding reoccurrence. The cost for management reports shall not exceed \$14,000 (\$7,000 per report).
- G. Provide two (2) days of on-site technical assistance and review of coinciding management report no later than May 30, 2012. The cost for technical assistance inclusive of time utilized for staff preparation, training, and travel shall not exceed \$11,000.
- J. Ensure that DPSS maintain proprietary and ownership rights of all data generated from the software and any data associated with the performance of services. All data will be kept confidential.

IV. REPORTING PROVISION

The Contractor shall submit Case Management Reports as specified below:

- A. No Later Than May 30, 2012– The 1st Case Management Report is to be submitted to APS in a mutually agreed upon format – electronic and/or hard copy. In addition, a copy of the report must be submitted electronically to:
contractreporting@riversidedpss.org.
- B. No Later Than May 30, 2012 – The 2nd Case Management Report is to be submitted to APS in a mutually agreed upon format – electronic and/or hard copy. In addition, a copy of the report must be submitted electronically to:
contractreporting@riversidedpss.org.

V. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Agreement shall not exceed \$27,400 annually.

B. COST OF SERVICE RATE

The Contractor shall be paid a maximum reimbursable rate of \$27,400 according to the following guidelines:

Deliverables	Maximum Reimbursable Amount
Provide 3 Hours of Technical Support via teleconference with APS Management Team. Teleconference may be divided into 3, 1-hour sessions.	\$2,400
Produce Two (2) SDM Case Management Reports No Later Than May 30, 2012	\$14,000 (\$7,000 per Report)
Provide Two (2) Days of On-site Technical Assistance and Review of Coinciding Management Report no later than May 30, 2012	\$11,000
Total	\$27,400

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

- To request payment, the Contractor shall submit the Contractor Payment Request, DPSS Form 2076A along with instructions for completion, attached hereto and incorporated herein by this reference as **Exhibit B**. The Contractor shall submit a completed Deliverable Sign-off Sheet attached hereto and incorporated herein by this reference as **Exhibit A**, along with each invoice and request for payment (DPSS Form 2076A).
- All completed claims must be submitted no later than 30 days after the end of each month in which the deliverable was completed. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.
- If the Contractor ceases operation for any period, or fails to complete the contracted work, then no payment will apply for that period.

D. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

E. RECORDS, INSPECTIONS, AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.

F. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums

received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

G. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any agreement with DPSS.

H. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any agreement is contingent upon the availability of funds from which payment can be made.

VI. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2011 through June 30, 2012, with two (2) one-year renewal options.

B. CONFLICT OF INTEREST

The Contractor, Contractor's employees and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

C. NOTICES

All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

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

CONTRACTOR: National Council on Crime and Delinquency
426 South Yellowstone Drive, Suite 250
Madison, WI 53719

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

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

D. CONFIDENTIALITY

The Contractor and APS shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

1. Confidentiality Generally

Each party shall maintain the confidentiality of the other's Proprietary Information (including but not limited to customers, business, policies, procedures, custom forms, APS data, any unannounced product(s) or services(s) of the Adult Protective Services Division, all information and reports, interim reports and or work product that may be generated by APS or NCCD in connection with the Agreement documents, and any other information or materials that are designated as "private" or "confidential") and will not disclose such Proprietary Information without the written consent of the other party.

2. Duties with Respect to Private or Confidential Information

The Contractor shall protect the private or confidential information that is in the Contractor's possession or control using at least the same means it uses to protect its own private or confidential information, but in any event not less than reasonable means. The Contractor shall protect each item of Riverside County Adult Protective Services Division private or confidential information for a period of five (5) years after its receipt of that item, except that the duration of this obligation shall continue in perpetuity with respect to programs to which APS is granted a license.

3. Disposition of Private Information

Upon the termination of this Agreement, the Contractor shall, unless a contract document allows otherwise, (a) return to APS all private and confidential information received from APS and any copies of that private or confidential information (or if APS so requests, shall destroy that private or confidential information and any such copies and shall certify to APS that it has done so) and (b) destroy any notes or other materials prepared by the Contractor (or prepared on its behalf) which contain private or confidential information received from APS.

4. California Confidentiality of Welfare Law

The Contractor shall require all persons directly or indirectly involved in administration of services provided under this Agreement to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19-000 of the Department of Social Services Manual of Policies and Procedures to assure that:

- a. All applications and records concerning any individual made or kept by any public officer, public agency, or contractor with the administration of services provided under this Agreement will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring, or auditing of such services.
 - b. No person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.
5. The parties agree to the terms and conditions set forth as attached hereto and referenced herein, as **Exhibit C Confidentiality Clause**.

E. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

For the purpose of this section Domestic Partner means one of two persons who has filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

F. CLIENT CIVIL RIGHTS COMPLIANCE

1. Vendor Assurance of Compliance
The Contractor assures it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24

of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance it will immediately take any measures necessary to effectuate this agreement.

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

By accepting this assurance the contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

2. Client Complaints

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

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services

10281 Kidd Street
 Riverside, CA 92503
 (951) 358-3030

3. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

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

4. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

G. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees)

from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

H. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

1. Workers' Compensation:

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

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. **Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.** Policy's limit of liability shall not be less than \$1,000,000 per occurrence

combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

4. Professional Liability Insurance:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

5. General Insurance Provisions - All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The Contractor's insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

- c. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**
- d. It is understood and agreed to by the parties hereto and the CONTRACTOR'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- f. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

- h. Contractor agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

I. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of contractors, all contractors shall be licensed, if required, in accordance with the laws of this State and any contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

J. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

K. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any obligation hereunder without said consent shall be void and unenforceable.

L. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165-11174.3, the Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in the Penal Code.

M. ADULT ABUSE REPORTING

The Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to IHSS PA and adult protective agency.

N. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

O. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

The Board of Supervisors Policy B-23 requires the County and Contractor acknowledge that HIPAA mandates them to enter into a business associate agreement in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth as attached hereto and referenced herein, as **Exhibit D** HIPAA Business Associate Agreement.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

P. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to

imply bad faith. The Contractor shall proceed diligently with the performance of this Agreement pending DPSS' decision.

Q. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

- Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
- Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
- Withhold funds pending a cure of the breach; and/or
- Offset against any monies billed by the Contractor but yet unpaid by DPSS.

DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

R. COUNTY PROPRIETARY RIGHTS

DPSS shall have unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by the Contractor under or resulting from this Agreement. Such data shall include all results, technical information, and materials developed for and/or obtained by DPSS from the Contractor in the performance of the services hereunder, including but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, drawings, analyses, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

S. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate this Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

T. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California.

U. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1st.

V. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

DELIVERABLE SIGN-OFF SHEET

Note: This Form must accompany each invoice/request for payment.

PROJECT INFORMATION		
DEPT(S): DPSS Adult Protective Services (APS)	PROJECT: NCCD Structured Decision Making (SDM) Supportive Services	
<u>APS Managers/Project Liaisons on behalf of Riverside County:</u> Jewel Pabustan - Manager, APS		Phone: 951-358-5932
SCOPE OF WORK/CONTRACTOR RESPONSIBILITIES		
SCHEDULE OF DELIVERABLES	<u>CONTRACTOR:</u> Please <input checked="" type="checkbox"/> Check, Date, & Initial Next to the Deliverable for which Invoice is being submitted.	
Deliverable #1: Three (3) Hours of Technical Support via teleconference with APS Management Team. Teleconference may be divided into 3, 1- hour sessions.	<input type="checkbox"/> _____	
Deliverable #2: First (1 st) SDM Case Management Report Due No Later than 5/30/12	<input type="checkbox"/> _____	
Deliverable #3: Second (2 nd) SDM Case Management Report Due No Later than 5/30/12	<input type="checkbox"/> _____	
Deliverable #4: Two (2) Days of On-site Technical Assistance and Review of Coinciding Management Report	<input type="checkbox"/> _____	
<u>REQUIRED:</u> Review of Deliverables by APS Manager(s)/Project Liaison		
Review Signatures:	Date Received:	Comments:
<u>REQUIRED:</u> Approval of Deliverables by APS Manager(s)/Project Liaison		
Approval Signatures:	Date Approved:	Comments:

CONTRACTOR PAYMENT REQUEST
 DPSS 2076A (Rev: SEPTEMBER, 2007)

EXHIBIT B

TO: **Riverside County**
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

FROM: _____
Vendor's Invoice Number _____
 Remit to Name _____
 Address _____
 City _____ State _____ Zip Code _____
 Contract Name _____
 Contract Number _____

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below

Advance Payment \$ _____
 (If allowed by Contract/MOU)

Actual Payment \$ _____
 (Same amount as 2076B if required)

Unit of Service Payment \$ _____
 _____ (# of Units) x (\$) _____
 _____ (# of Units) x (\$) _____
 _____ (# of Units) x (\$) _____

_____ (# of Units) x (\$) _____
 _____ (# of Units) x (\$) _____
 _____ (# of Units) x (\$) _____

Any questions regarding this request should be directed to:

_____ Name _____ Phone # _____

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct.

 Authorized Signature Title Date

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

Business Unit (5) _____

Purchase Order # (10) _____

FISCAL Invoice # _____

Account (6) _____

Amount Authorized _____

Fund (5) _____

Comments if amount authorized is different from amount requested

Dept ID (10) _____

Program (5) _____

Program (if applicable) _____ Date _____

Class (10) _____

Management Reporting Unit _____ Date _____

Project/Grant (15) _____

Contracts Administration Unit _____ Date _____

Vendor Code (10) _____

General Accounting Section _____ Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS
Instructions for Form 2076A

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 2076A, 2076B** (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

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

FORM DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Vendor's Invoice Number"
Number assigned by Vendor for Internal tracking purpose.

"Remit to Name"
The legal name of your agency.

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

"Contractor Name"
Business name, if different than legal name *(if not leave blank)*.

"Contract Number"
Can be found on the first page of your contract.

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

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

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

"Authorized Signature, Title, and Date (Contractor's)"
Self-explanatory (required). **Original Signature needed for payment.**

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

CONFIDENTIALITY CLAUSE

CONTRACTOR/CONSULTANT shall maintain the confidentiality of any and all records and information accessed or processed in accordance with the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure. CONTRACTOR/CONSULTANT shall not disclose, except as specifically permitted by this Agreement, or as authorized by the person(s), any oral or written communication, information, or effort of cooperation between COUNTY and CONTRACTOR/CONSULTANT, or between COUNTY and CONTRACTOR/CONSULTANT and any other party COUNTY requires CONTRACTOR/CONSULTANT'S officers, employees, and agents providing services hereunder to execute an Employment Acknowledgement and Confidentiality Agreement prior to commencing work under this Agreement.

CONTRACTOR/CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

PROJECT NAME: STRUCTURED DECISION MAKING (SDM) SUPPORTIVE SERVICES

CONTRACTOR NAME: NATIONAL COUNCIL ON CRIME AND DELINQUENCY (NCCD)

CONTRACT NUMBER: AS-02030

Oath of Confidentiality

- a. Neither party shall disclose Confidential Information (as hereinafter defined) of the other party. The receiving party shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the disclosing party. The foregoing obligations shall not apply to any information that (1) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party, (2) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party, (3) was known to the receiving at the time of disclosure, (4) is generated independently by the receiving party, or (5) is required to be disclosed by law, subpoena or other process.

- b. For the purpose of the above paragraph, Confidential Information shall mean any information identified by either party as Confidential and/or Proprietary, or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, including this Agreement.

Printed: _____
Contractor/Employee Name

Signed: _____ Date: _____
Contractor/Employee Name

HIPAA Business Associated Agreement

Between the County of Riverside and

National Council on Crime and Delinquency (NCCD)

HIPAA Business Associated Agreement Addendum ("Addendum") supplements, and is made part of the **NCCD Structured Decision Making (SDM) Agreement # AS-02030** ("Underlying Agreement") between the COUNTY OF RIVERSIDE ("County") and **NCCD** ("Contractor") as of the date of approval by both parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule"), as may be amended from time to time, which area applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI be in compliance with the Privacy Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions.
Unless otherwise provided in this Addendum, capitalized terms shall have the same meaning as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI
 - A. Contractor shall be permitted to use PHI disclosed to it by the County:

- (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
- (2) As necessary to perform any and all of its obligations under the Underlying Agreement.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or Required by Law, Contractor may:

- (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
- (2) Disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor's operations only if:
 - (a) The disclosure is Required by Law; or
 - (b) Contractor obtains written assurance from any person or organization to which Contractor will disclose such PHI that the person or organization will:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and
 - (ii) The third party will notify Contractor of any instance of which it becomes aware in which the confidentiality of the information has been breached.
- (3) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
- (4) Not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI as authorized in writing by County.
- (5) De-identify any and all PHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy rule and does

not preclude timely payment and/or claims processing and receipt.

- C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Addendum, or as Required by Law, or as otherwise permitted by law.

3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor agrees to:

- A. Use or disclose PHI only as permitted or required by this Addendum or as Required by Law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum.
- C. To the extent practicable, mitigate any harmful effect that is known to contractor of a use or disclosure of PHI by Contractor in violation of this Addendum.
- D. Report to County any use or disclosure of PHI not provided for by this Addendum of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.
- G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.

4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
- B. To make any amendment(s) to PHI in a Designated Record set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
- C. To assist the County in meeting its disclosure accounting under HIPAA:

- (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure on PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

- C. County agrees that it will make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
- D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County shall obtain any authorizations necessary for the use or disclosure of PHI, so the Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.

6. Term and Termination.

- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
- B. Termination for Breach – County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this Addendum. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.
- C. Effect of Termination – upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI received from the County, or created or received by Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI.
- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes which

make the return or destruction not feasible, for so long as Contractor maintain such PHI.

7. Hold Harmless/Indemnification

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out or in any way relating to this Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of this Addendum. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement if this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Addendum.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

8. General Provisions.

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.
- B. Survival – the respective right and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement. To include the requirements of HIPAA.