

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

910



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
June 18, 2013

SUBJECT: Agreement with Public Consulting Group for Supplemental Security Income (SSI) Advocacy, without seeking competitive bids

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to sign the attached Agreement # CS-02697 with Public Consulting Group for the period of July 1, 2013 through June 30 2014 for an amount not to exceed \$160,000, with two one-year renewal options, without seeking competitive bids.
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise 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 the annual CPI rates.

Susan Loew

Susan Loew, Director

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 160,000	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 40,640	Budget Adjustment:	No
Annual Net County Cost:	\$ 40,640	For Fiscal Year:	13-14

SOURCE OF FUNDS:

Federal Funding: 49.8%	State Funding: 24.8%;	County Funding: 25.4%;	Positions To Be Deleted Per A-30	<input type="checkbox"/>
Realignment Funding: 0%;	Other Funding: 0%		Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL PURCHASING BY: *Shirley* DATE: *6-5-13*

Policy
 Consent
 Policy
 Consent

Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3.22, 3/25/08;
3.57, 4/6/2010

District: ALL

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-26

RE: Agreement with Public Consulting Group for Supplemental Security Income (SSI) Advocacy,
without seeking competitive bids

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BACKGROUND (Continued):

The implementation of Assembly Bill 1633 (Chapter 641, Statutes of 2006) requires counties to assist foster youth in gaining access to important federal disability benefits while in foster care and to assist youth in having those benefits in place when leaving or emancipating from the foster care system.

Riverside County desires to maximize the use of federal and state funds while ensuring the child's individual needs are met during the stay in foster care and ensuring that funding will be available to the child upon leaving the system and/or upon emancipation. Many children qualify for federal Supplemental Security Income (SSI) and State Supplementary Payment (SSP) benefits but often go without simply because no one is there to assist them in the arduous application process. Riverside County has approximately 3,700 children in care requiring the potential review for SSI/SSP Advocacy Services.

On March 25, 2008, the Board authorized DPSS to enter into an agreement with PCG—a privately held small-business corporation based in the Commonwealth of Massachusetts.

On April 6, 2010, the Board authorized DPSS to enter into a second agreement with PCG without seeking competitive bids.

Over fiscal years 2010/2011 and 2011/2012 PCG's efforts resulted in \$1,702,944 SSI benefits collected for 323 foster children. These monies were used to offset foster care costs, reducing County costs.

PRICE REASONABLENESS:

On July 16, 2007, a Request for Proposal (RFP) was released to solicit vendors interested in offering to provide SSI advocacy services. Sixty-four bid invitations were sent to new and local community partners and bidders, the RFP resulted in the submission of one proposal from Public Consulting Group (PCG).

The proposed units of cost are believed to be reasonable based on a comparison with San Bernardino County. San Bernardino has maintained a contract with Public Consulting Group since 2005.

PCG charges Riverside \$1,775 for every approved SSI application. In comparison, San Bernardino pays \$150 for every application submitted, plus \$1,420 for every approved application.

PCG has a 20% approval rating. Because we pay no costs for the 80% of applications that are denied, on the same number of applications, our aggregate costs are less than San Bernardino's.

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without seeking competitive bids
Date June 18, 2013
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To illustrate this, for every 100 applications submitted, each county would be billed as follows (at the current maximum monthly SSI rate of \$710.00 per month):

100 Applications submitted	Riverside County Cost	San Bernardino County Cost
Cost for 80 applications denied	\$0.00	\$15,000.00
Cost for 20 applications approved	\$35,500.00	\$28,400.00
TOTAL	\$35,500.00	\$43,400.00

Additionally, these rates have remained static since Riverside County has contracted with PCG in 2008.

This is a revenue generating agreement, as Federal SSI is used to abate the County share of foster care costs.

Through the last bid process and in subsequent research, we have found that this service is highly specialized and no other providers offer SSI advocacy to public agencies. We have had an excellent success rate working with PCG, which has been to the benefit of both the children and the County.

ATTACHMENT(S):
AGREEMENT #CS-02697
Sole Source Justification

CONCUR/EXECUTE – County Purchasing

SL:bt

Date: March 22, 2013
From: Susan Loew, Director of the Department of Public Social Services
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Request for a Sole Source Procurement for Supplemental Security Income (SSI) Advocacy

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 a sole source.

1. **Supply/Service being requested:** Supplemental Security Income (SSI) Advocacy

2. **Supplier being requested:** Public Consulting Group

3. **Alternative suppliers that can or might be able to provide supply/service:** None

4. **Extent of market search conducted:**
DPSS conduct an RFP in 2007 with Public Consulting Group being the single respondent. Since then, DPSS has conducted periodic internet searches for other possible vendors.

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**
 1. PCG SSI/SSDI Eligibility and Enrollment Services division has been offering disability benefits services since 1989, with several thousand SSI/SSDI applications filed annually.
 2. Founded by a former SSA district manager, PCG has an “insider’s view” of the Social Security Disability process, which is evidenced by the more than \$440,000 in SSI benefits collected by County foster care children and youth, and the \$1,000,000 collected by Riverside County in abatements.
 3. Through its proven approach to applying for SSI benefits on behalf of foster children and youth, PCG has been able to achieve an overall SSI disability allowance rate of 63%, which is 18% above the national average.
 4. Since March 25, 2008, PCG has screened over 2,900 case files of foster children and youth in Riverside County for SSI eligibility.
 5. Though headquartered in Boston, Massachusetts, PCG has provided Riverside County with an on-site, full-time employee at DPSS regional offices.
 6. PCG has developed a written policy and procedure catered to Riverside County regarding processing SSI applications, re-determinations, reconsiderations, appeals, and gives priority to youth who are emancipating [per AB1331].

7. PCG has provided comparable services to San Bernardino County's Department of Family and Child Services since 2005.

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

Riverside County must provide SSI advocacy services to foster care children and youth, as mandated by State Law (ACL 07-09, ACL 07-10, AB1331 and AB1633). With the assistance of Public Consulting Group, SSI benefits have been an important funding source of funds that were used to offset County expenditures for foster children and youth while in the County's care.

In addition, with SSI benefits, youths who are emancipating from the foster care system have a steady source of income when they leave the system, which may help them to avoid homelessness, criminal activity and incarceration.

7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:

The maximum reimbursable amount is not to exceed \$160,000. Units of service are based on current SSI benefit rates.

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Additionally, these rates have remained static since Riverside County has contracted with PCG in 2008.

This is a revenue generating agreement, as Federal SSI is used to abate the County share of foster care costs.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).

No.

9. Period of Performance:

July 1, 2013 through June 30, 2014 with two (2) one-year renewal options

Susan Loew

5/29/13

Department Head Signature

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 160,000

One time

Annual Amount through 6-30-2016

[Signature]

6-6-13

14-011

Purchasing Agent

Date

Approval Number
(Reference on Purchasing Documents)

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

CONTRACT: CS-02697
CONTRACTOR: PUBLIC CONSULTING GROUP
CONTRACT TERM: JULY 1, 2013 THROUGH JUNE 30, 2014
CONTRACT AMOUNT: Not to Exceed \$160,000

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to secure the maximum amount of federal and state funds for children in out-of-home placement;

WHEREAS, Public Consulting Group is qualified to file and process applications through the award process by providing Supplemental Security Income Advocacy services;

WHEREAS, DPSS desires Public Consulting Group, 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 Contract.

Authorized Signature for County:	Authorized Signature for Contractor:
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: Dan Heaney
Title: Chairman, Board of Supervisors	Title: Chief Financial Officer
Address: 4080 Lemon Street Riverside, CA 92501	Address: 148 State Street, 10 th Floor Boston, MA 02109
Date Signed:	Date Signed:

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List of Exhibits

- Exhibit A – DPSS 2076A and Instructions
- Exhibit B – Special Circumstance Form
- Exhibit C – Assurance of Compliance
- Exhibit D – HIPAA Business Associate Agreement

CONTRACT TERMS AND CONDITIONS**I. ABBREVIATIONS/DEFINITIONS**

- A. "Child or Youth" shall mean dependent children under age 21.
- B. "Contractor" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract.
- C. "CSD" refers to the Children's Services Division of Riverside County Department of Public Social services.
- D. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract. DPSS and COUNTY are used interchangeably.
- E. "Legal Guardian" shall mean caretaker awarded legal guardianship of a minor as a result of a judicial determination.
- F. "Redetermination" shall mean review of all of the medical and financial factors of eligibility to determine whether a recipient is still eligible for SSI and receiving the correct payment amount.
- G. "SSA" shall mean Social Security Administration. The Federal office, which administers the nation's Social Security Programs.
- H. "SSI" shall mean Supplemental Security Income which is a federally funded program that pays monthly benefits to individuals who are low-income, have limited assets, and are aged, blind or disabled.
- I. "SSP" shall mean State Supplemental Program which is a state funded program that pays a monthly supplemental benefit to recipients of SSI residing in California.
- J. "Subcontract" refers to any contract, purchase order, or other purchase Contract, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- K. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

II. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign DPSS staff to be liaison between the Contractor and DPSS.
- B. Make available to the Contractor's on-site employee(s), the following:

1. Adequate workspace for staff person(s) as deemed necessary by the COUNTY.
 2. Telephone for use in conducting contract related business. No personal calls.
 3. Global County email address.
 4. County fax machine for use in conducting contract related business. A log or copy of the fax receipt shall be kept in a separate file by Contractor and be available upon request of the COUNTY.
 5. Photocopier for use in conducting contract related business, including instruction and training as to its proper use.
 6. Security access badges and clearance for appropriate County facilities where Contractor will be expected to work on this project.
 7. Provide security access to County computer systems such as CWS/CMS, CalWIN or C-IV, and SDX/BENDEX.
 8. Provide security access to MEDS system as the State allows or a DPSS Program Contact dedicated to performing a MEDS Inquiry and provide the requested information to the Contractor upon request.
 9. Provide access to mail services and office supplies as deemed appropriate by the County.
- C. Provide lists, individual referrals, and prior denials of eligible cases for review.
- D. Monitor the performance of the Contractor in meeting the terms, conditions, and services in this Contract. Contracts Administration and/or Children's Services Program staff, 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.

III. CONTRACTOR RESPONSIBILITIES

The Contractor shall perform the following for all cases referred by DPSS:

- A. Administrative:
1. Provide an on-site employee in a County facility, dedicated full time to review case files and assist in the process of applications and to perform the services described herein for children who are currently in out-of-home placement.
 2. Ensure that the on-site employee adheres to the minimum requirements of dressing appropriately, timeliness, professionalism and providing appropriate level of customer service to meet County's needs. The employee shall work during regular County business hours.
 3. Provide staff orientation and training to DPSS staff as coordinated by the County, regarding the application process and the duties and procedures of the Contractor's staff.
 4. Keep the County informed of new laws, regulations, and policies as they apply to the application process throughout the term of this Contract.

5. Within ninety (90) days of Contract start-up, provide a complete written procedural plan for identifying potential cases, making applications for those cases selected, including cases for reconsideration before the appropriate hearing body, administrative law judges, and other appeal hearings.
 6. Maintain detailed program and client records on all cases reviewed to ensure client confidentiality and be HIPAA compliant.
 7. Provide services in the client's preferred language. When this is not possible, provide the appropriate interpretation service.
- B. Programmatic:
1. Review all potentially eligible SSI/SSP cases referred by DPSS.
 2. Process claims through the reconsideration and hearing/appeal level, when appropriate.
 3. Give priority to children in out-of-home placement who are turning 18 years of age and/or emancipating from the system.
 4. Assist with applications for Adult Social Security benefits for youth who reach age 18 and who remain dependents of the COUNTY.
 5. Process medical and financial redetermination reviews as required by SSA on existing SSI cases.
 6. When evaluating Federal Foster Care cases, ensure that potential SSI benefits exceed the child's current federally funded Foster Care placement costs and representative payee fee.
 7. Within four (4) calendar weeks of receipt of any denial letter, evaluate and determine if a case has potential for approval through the reconsideration or hearing level of appeal.
 8. Process and file all reconsideration and/or appeals.
 9. Contact the child's Riverside County DPSS Social Worker regarding cases where an application is denied and communicate with the Social Worker on the appropriate course of action for the best interest of the child.
 10. Assist DPSS staff in the transition from AFDC/FC payments to other supplemental income benefits when awarded by transferring all relevant paperwork to designated DPSS staff upon receipt of written Notice of Award.
 11. Screen all foster care children who are currently receiving SSI benefits where the county is the payee to determine if the accurate payment is being received from both SSA and the State of California.

12. Gather the following documentation for those foster care children who are not receiving the correct payment amount:
 - a. Meds (INQ7)
 - b. C-IV (fiscal history)
 - c. Jurisdiction
 - d. Placement history
13. Notify SSA of its findings and request corrective action be taken to correct payments retroactively to the date of eligibility.
14. Submit supporting documentation to SSA along with all required SSA forms.
15. Respond to all action required by SSA through the completion of the project.
16. Review accuracy and take all actions needed to assure appropriate benefits are received by Riverside County once SSI benefit has been deemed correct.
17. Provide the same level of service delivery, as required for foster care children in the terms and conditions of the professional services contract, to Kin-Gap and Guardianship Placement cases.
18. Attend quarterly, joint operation meetings (JOM), at the request of the County, to discuss problem resolution, service performance, and/or any other issues pertaining to this Contract.

IV. REPORTING

Monthly, the Contractor shall report the following to DPSS Children's Services Division liaison and provide an electronic copy of the report to DPSS Contracts Administration Unit at: www.contractreporting@riversidedpss.org by the fifteenth day of the month following the end of the service month (i.e., July report is due by August 15th). Two reports shall be submitted, a detailed report and a summary report. The detailed report shall include:

1. Intake date,
2. Client first name, last name, social security number, date of birth, age in months, age in years,
3. Claim type,
4. PCG staff assigned to case,
5. Current status of the case,
6. Funding code,
7. Funding amount,
8. Opened date,
9. Application date,
10. Initial denial date,
11. Date reconciliation filed,
12. Date reconciliation denied,
13. Final denial date,
14. Allowed date,
15. Date billed,
16. Closed date,
17. Closed reason,
18. Tickled date,

The Contractor will be paid for each unit of service, where a unit represents one completed and successful case, as follows:

UNIT	RATE	* PY TYPE	DESCRIPTION
Case	\$0		Fee for initial application for SSI determination
Case	2.5 x (Current SSI Federal Benefit Rate ie: \$623.00)	1	Fee for obtaining SSI written Notice of Award of benefits
Case	1.25 X (SSI Current FBR)	1	Fee for obtaining SSI written Notice of Award of benefits for applications initiated by DPSS but taken to reconsideration, appeal, or hearing by the Contractor
Case	2.5 x (SSI Current FBR)	2	Fee for processing 18 year old conversion case/full medical decision
Case	1.0 x (SSI Current FBR)	2	Fee for processing Continuing Disability Reviews (CDR)
Case	.25 x (SSI Current FBR)	3	Fee for reassessing Income Re-determinations (IR)
Case	.5 x (SSI Current FBR)	3	Fee for processing SSP-22 paperwork
Report	\$150.00	3	Fee for processing evaluation of 18 year old case load

* **PY TYPE** is defined below:

1. A one-time fee in the amount(s) described above times the current (in effect at the time of billing) Federal (Title XVI/SSI) Benefit Rate (FBR) will be paid to contractor for *each* successful case where disability benefits for youth are approved.
2. A one-time fee in the amounts described above per case will be paid upon documentation from SSA that benefits have continued at least one month. These cases will be billed even if the child has left care.
3. For these fee for service items, Contractor agrees to provide evidence that the service has been completed at the time of billing.
4. Waive the contingency provision on a case by case basis when DPSS-CSD has approved a case due to Special Circumstances as illustrated in **(Exhibit B)**, which is attached hereto and incorporated herein by this reference. Fees will equal the unit fee as described in Section V. Fiscal Provisions, B. Cost of Service Rate and will be paid once the application has been filed with SSA. Special circumstances may include, but are not limited to:
 - a. A DPSS request/approval for the Contractor to file on a youth who is about to emancipate or who may no longer be in care once the application is sent to SSA when the filing process was started while the youth was in DPSS' care, and
 - b. Inability on the part of the Contractor to complete the process due to a lack of cooperation from the youth or caregiver when the filing process was started while the youth was in DPSS' care.

C. CLIENT FEES

Clients receiving services under this Contract shall not be charged fees.

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

1. The Contractor will be paid the actual amount of each monthly invoice for payment that is accompanied by official documentation reflecting success in meeting outlined milestones per case. The County will accept copies of award letters, SDX/BENDEX screen prints, or other documentation provided by SSA as proof of award for billing. If the required supporting documentation is not provided, DPSS may delay payment until the report or receipts are received by DPSS.
2. Public Consulting Group (Contractor) shall submit payments to County utilizing DPSS 2076A and Instructions (Exhibit A). Payments approved by the County will be processed and mailed to Public Consulting Group.
3. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
4. Contingency payments made to Contractor hinge upon successful approval of application and COUNTY receipt of benefit payments for children. Contractor can only control submission of applications and follow-up; application approval and authorization of benefits are beyond Contractor's control. Consequently, payment for services delivered during the term of this contract, subject to the contract payment limit, may come due after the term of this contract. If there are still applications pending determination from SSA at the end of this contract period:
 - a. Contractor shall be compensated according to Section V, B. above for work performed prior to the termination or expiration of this Contract only for awards received no later than one year following the termination or expiration of this Contract. Contractor shall accompany all invoices submitted with official documentation. The County will accept copies of award letters, SDX/BENDEX screen prints, or other documentation provided by SSA as proof of award for billing.
 - b. Upon termination or expiration of this Contract Contractor shall provide a list of cases in process to the COUNTY liaison.

F. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor 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.

G. RECORDS, INSPECTIONS, AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. 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 Contract, 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 Contract 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 Contract. 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.

H. SUPPLANTATION

The Contractor shall not supplant any federal, state, or County funds intended for the purpose of this Contract with any funds made available under any other Contract. 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 Contract, 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.

I. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract 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 contract with DPSS.

J. AVAILABILITY OF FUNDING

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

VI. GENERAL PROVISIONS**A. EFFECTIVE PERIOD**

This Contract is effective July 1, 2013 through June 30, 2014 with 2 one-year renewal options.

B. CONFLICT OF INTEREST

The Contractor, Contractors 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 Contract.

C. NOTICES

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

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

CONTRACTOR: Public Consulting Group
Chief Financial Officer
148 State Street, 10th Floor
Boston, MA 02109

All notices shall be deemed effective when they are made in writing, electronically mailed or addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, 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 shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

E. EMPLOYMENT PRACTICES

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 Contract, and to the extent they shall apply, with the provision of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

1. 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.
2. 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 shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit C** and incorporated herein by this reference. **The Contractor will sign and date Exhibit C and return it to DPSS along with the executed Contract.** The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

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.dss.cahwnet.gov/pdf/pub13.pdf.

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 Contract, 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 Contract. 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 Contract 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 during the term of this Contract.

Workers' Compensation:

If 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. **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.

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, cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, 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 Contract or be no less than two (2) times the occurrence limit.

Professional Liability:

If, at any time during the duration of this Contract and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Consultant'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 Contract. Upon termination of this Contract or the expiration or cancellation of the claims made

insurance policy Consultant shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with at retroactive date back to the date of, or prior to, the inception of this Contract; or, 3) demonstrate through Certificate of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items: Workers' Compensation, Commercial General Liability or Professional Liability will continue for a period of five (5) years beyond the termination of this Contract.

Vehicle Liability:

If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Contract, 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 Contract or be no less than two (2) times the occurrence limit. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insureds."**

General Insurance Provisions – All lines:

1. 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 an 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.
2. 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 Contract. 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 Contract with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. 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 Contract 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.**

4. 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.
5. If, during the term of this Contract 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 Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract 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.
6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
7. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the County.
8. 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 Contract.

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 Contract.

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 Contract.

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 Contract. 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 Contract.

K. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, 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 any interest without DPSS written consent shall be void and of no further force or effect.

L. PERSONNEL DISCLOSURE

Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Contract who have contact with children or adult clients. The list shall include:

1. All staff who work full or part-time positions by title, including volunteer positions; and
2. A brief description of the functions of each position and hours each position worked; and
3. The professional degree, if applicable, and experience required for each position.

No employee will work under this contract who has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12.

M. SUBCONTRACT FOR SERVICES

1. The Contractor shall not enter into any subcontract with any subcontractor who:
 - a. Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - b. Has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - d. Has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
 3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
 4. Nothing contained in this contract shall create any contractual relationship between any subcontractor and 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.

N. 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 and in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Contract report child abuse or neglect to a child protective agency as defined in the Penal Code.

O. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

P. **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.

Q. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**
The Contractor in this Contract 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 Contract 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 Contract. 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

R. **DISPUTES**
Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, 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 the Contract pending DPSS' decision.

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

T. TERMINATION

This Contract 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 the Contract, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

U. GOVERNING LAW

This Contract 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 Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California.

V. 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. Request to modify fiscal provisions, shall be submitted no later than April 1.

W. ENTIRE CONTRACT

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

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit A

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

From: _____
Remit to Name _____
Address _____
City _____ State _____ Zip Code _____
Contractor Name _____
Contract Number _____

Total amount requested _____ for the period of _____ 20____

Select Payment Type(s) Below:

- | | |
|--|--|
| <input type="checkbox"/> Advance Payment \$ _____
(if allowed by Contract/MOU) | <input type="checkbox"/> Actual Payment \$ _____
(Same amount as 2076B if needed) |
| <input type="checkbox"/> 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 Number _____

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) _____
Account (6) _____
Fund (5) _____
Dept ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
Amount Authorized _____
If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____
Management Reporting Unit _____ Date _____
Contracts Administration Unit _____ Date _____
General Accounting Section _____ Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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.

SPECIAL CIRCUMSTANCES

TO: PUBLIC CONSULTING GROUP (PCG)

FROM: _____

Date: _____

RE: _____
Child's/Youth's Name

SSN: _____

Check one:

Due to special circumstances, we are requesting that PCG file for Supplemental Security Income (SSI) benefits for the above referenced child. If a medical allowance is awarded, the County/State of Riverside/California will pay PGG the current contracted amount for the service.

Due to special circumstances, we are requesting that PCG file for Supplemental Security Income (SSI) benefits for the above referenced child who is 16.5 years old or older. The County/State of Riverside/California will pay the current contracted amount for this service on this claim even if the youth emancipates or leaves care and/or receives a technical denial due to non-cooperation from the youth or the county. (Example: Not attending a CE appointment, youth becomes uncooperative, or AWOLS, etc.)

CONTRACTOR, SUBCONTRACTOR, AND/OR VENDOR
ASSURANCE OF COMPLIANCE
WITH
RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NON-DISCRIMINATION
IN
STATE AND FEDERALLY ASSISTED PROGRAMS

PUBLIC CONSULTING GROUP

NAME OF VENDOR/RECIPIENT

HEREBY AGREES THAT 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, martial 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 HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient 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 vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

Date

Chief Financial Officer's Signature

148 State Street, 10th Floor
Boston, MA 02109

Address of Vendor/Recipient

HIPAA Business Associated Agreement

Between the County of Riverside and

PUBLIC CONSULTING GROUP

HIPAA Business Associated Agreement Addendum (“Addendum”) supplements, and is made part of the **Public Consulting Group Professional Services Agreement # CS-02697** (“Underlying Agreement”) between the COUNTY OF RIVERSIDE (“County”) and **Public Consulting Group** (“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.