

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

511



FROM: Department of Public Social Services

SUBMITTAL DATE:
February 26, 2013

SUBJECT: Agreement with Barry Knight for parent partner services without seeking competitive bids.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the purchase of Parent Partner services from Barry Knight for the period July 1, 2012 through June 30, 2013, without securing competitive bids, in accordance with Ordinance 459.4, in the annual amount of \$57,000 pursuant to the Purchasing Agent executing the contract on behalf of the County, and;
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 the renewal option, 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:	\$ 57,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12-13

SOURCE OF FUNDS:

Federal Funding: 51.1% State Funding: 0%; County Funding: 0%;
Realignment Funding: 48.9%; Other Funding: 0%

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 26, 2013
xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-49

DEPT. RECOMM.: Policy Policy
 PER EXEC. OFF.: Consent Consent
 PURCHASING: *Mark Seiler* Assistant Director
 DEPARTMENTAL: *1-22-13*

BACKGROUND (Continued):

The DPSS Children's Services Division (CSD) is requesting Parent Partner services for the entire Riverside County area, consistent with the State's requirement that all counties engage former clients in service provision, including as mentors to assist clients by pairing them with parents who have successfully reunified with their children. DPSS desires to expand the Parent Partner Program to include the implementation of a family mentoring model that uses the faith-based community to provide services and resources for youth and families to prevent placements and to help youth transition out of the system. Therefore, DPSS is requesting assistance from a partner to plan, develop, deliver and evaluate a family mentoring model that will meet the desired System Improvement Plan (SIP) goals to reduce rates of re-entry, increase time to reunification, and improve placement stability.

CSD released an RFP for Parent Partners in 2012, but was unable to award a contract as the proposal did not match the RFP request; was limited in the population that could be served; was not available county-wide; and was considerably more expensive. In contrast, Barry Knight's rate (\$57,000) is approximately half of the proposed budget from the alternative supplier (\$90,000) and will provide services county-wide.

Additionally, since 2010, CSD has attempted to hire former CSD clients who were successful in completing their case plans and reunifying with their children; a total of nine candidates were screened and all were rejected due to criminal background clearance issues. Another attempt to implement Parent Partners was done through a competitive bid contract in FY 2010-2011 but the selected vendor also encountered similar difficulties in hiring former clients, and decided to terminate the contract mid-year.

Pastor Barry Knight has been working with CSD through the faith-based collaborative since 2008 and has established himself as someone who is able to assist CSD in all of the areas desired which are identified above. Pastor Knight is a well-established leader in his community, an advocate for families and children, a voice for clients in crisis, and an empathetic partner who quickly builds rapport and trust with those he mentors. Facilitators request his assistance at Team Decision-Making meetings due to his positive influence on families and outcomes where he is present. Regional Managers request his assistance with parents who may be having difficulties working with the Department in order to break the ice and encourage cooperation and better outcomes for the children and associated families.

Pastor Knight previously had a similar contract for FY 11/12, from April 2012 through June 2012. During that period, more than 186 hours of service were delivered. Barry Knight attended 26 TDMs county-wide, conducted 10 You-Turn University one-on-one mentoring sessions, completed 8 You-Turn University Parenting Support Classes, graduated 4 You-Turn University clients, and participated in numerous CSD planning meetings, training, and client engagement meetings.

Since that period, Barry Knight has continued to work with CSD staff and clients. Between July 2012 to December 2012, he has participated in 35 TDMs, conducted 13 You-Turn University Parenting Support Classes, graduated 11 You-Turn University clients, and attended several other CSD-sponsored training and planning meetings. Collectively, April 2012 through December 2012, Barry Knight has delivered more than 300 hours of services.

For these reasons, DPSS is requesting that Barry Knight provide Parent Partner services for CSD.

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PRICE REASONABLENESS:

Barry Knight's price for providing Parent Partner Services is a unit of service cost of \$60 per hour with an MRA of \$57,000. The reimbursement rate includes all costs for travel, mileage, and preparation.

FINANCIAL:

51.1% Federal; 48.9% Realignment

ATTACHMENT(S):

FY 12/13 Agreement (CS-02373-01)
Sole Source Justification

CONCUR/EXECUTE –

County Purchasing

SL: ts

Date: December 4, 2012
From: Susan Loew, Director of the Department of Public Social Services
To: Purchasing Agent
Subject: Request for a Sole Source Procurement

The below information is provided in support of the Department of Public Social Services 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.

Supply/Service being requested:

The State is recommending that all counties implement a "Parent Partner Program" to assist clients by pairing them with parents who have successfully reunified with their children and are able to mentor parents who are currently navigating the child welfare system. The State's annual CAPIT/PSSF/CBCAP report requires responses from all counties regarding the implementation and status of programs in which parent consumers contribute to the county's child welfare system.

The County desires to expand the Parent Partner Program to include the implementation of a family mentoring model that uses the faith-based community to provide services and resources for youth and families to prevent placements and to help youth transition out of the system. Therefore, DPSS is requesting assistance from a partner to plan, develop, implement and evaluate a model that will meet the desired System Improvement Plan (SIP) goals to reduce rates of re-entry, increase time to reunification, and improve placement stability.

The County also wishes to address and implement lasting improvements toward reducing Racial Disparity and Disproportionality (RDD). Children and families of color, especially African-American children, experience significantly worse outcomes in the child welfare system, than do non-minority children. African-American children enter foster care at rates that are disproportionate to their presence in the general population, and they remain in care longer.

In Riverside County, African-American children represent 12% of the referrals and substantiations, even though these children only represent 6% of the overall county population. African-American children are also disproportionately represented among first entries into the foster care system at a rate of 13%.

In order to impact the stated SIP goals and decrease the rates of RDD in Riverside County and impact the SIP goals, DPSS plans to target prevention efforts that include a strong cultural competence component. The County thus, desires to expand the program to include a consultant who:

- Has the capability of fostering and understanding appreciation and knowledge of diverse populations in order to be effective in preventing and treating child abuse and neglect.
- Can work with CSD identified families with children that are at risk of abuse and neglect.

- Conducts outreach to maximize the participation of children and adults who come from racial and ethnic minorities and members of underserved or underrepresented groups,
- Fosters the development of a continuum of preventive services for children and families through faith based collaborations and partnerships.

Supplier being requested:

Barry Knight is the supplier that is requested. Barry Knight comes with a wealth of experience. Barry Knight is an active community member, mentor, advocate, and a member of the faith-based community. Barry Knight in conjunction with CSD staff, spearheads U-Turn University. This is a five (5) week center based program, with a curriculum aimed at assisting individuals through self-improvement and development.

Since 2007, Barry Knight has been working with CSD and outreaching to community partners to identify strategies for engaging parents and identifying services that will bring about positive change with the overall goal of decreasing child maltreatment. He has experience working with DPSS Children Services and has received praise from social workers and CSD managers on his contributions.

Barry Knight has demonstrated a clear understanding of the needs of the population in which CSD serves and has been able to effectively bridge the communication gap that exists between CSD staff and the parents in which he serves.

Pastor Knight previously had a similar contract for FY 11/12, from April 2012 through June 2012. During that period, more than 186 hours of service were delivered. Barry Knight attended 26 TDMs county-wide, conducted 10 You-Turn University one-on-one mentoring sessions, completed 8 You-Turn University Parenting Support Classes, graduated 4 You-Turn University clients, and participated in numerous CSD planning meetings, training, and client engagement meetings.

Since that period, Barry Knight has continued to work with CSD staff and clients. Between July 2012 to December 2012, he has participated in 35 TDMs, conducted 13 You-Turn University Parenting Support Classes, graduated 11 You-Turn University clients, and attended several other CSD-sponsored training and planning meetings. Collectively, April 2012 through December 2012, Barry Knight has delivered more than 300 hours of services.

DPSS is requesting to extend his contract for FY 12/13.

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

Parents Anonymous (PA) is an alternative supplier who may be able to provide the supply/service requested. DPSS initially released an RFP for a Parenting Partner Program to which PA responded with a proposal. The contract was not awarded as the proposal did not match the RFP request, was limited in the population that could be served, was not available county-wide, and was considerably more expensive. In contrast, Barry Knight's rate (\$57,000) is approximately half of proposed budget from the alternative supplier (\$90,000) and will provide services county-wide. The current proposed hourly rate (\$60) is inclusive of travel time, preparation time, materials, and mileage, whereas the prior year contract (\$30 per hour) was not cost-inclusive.

DPSS has also attempted to hire other Parent Partners (previous CSD recipients), who were screened and interviewed but was unsuccessful due to the individuals' failure to pass background checks. Another attempt to implement Parent Partners was done through a competitive bid contract in FY 2010-2011 but the selected vendor also encountered similar difficulties in hiring former clients, and decided to terminate the contract mid-year. Finally, over the last two years other potential partners have been invited to attend community meetings and core groups however, Barry Knight has been the only partner to remain consistent in attending all meetings.

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

Listed below are some of the unique features of the supply/service that is being requested from Barry Knight, which gives him an edge over alternate suppliers.

- Barry Knight is familiar with and has access to formal and informal resources and opportunities for assistance available within many of the communities in Riverside County.
- Barry Knight is a leader within his community and pastor to a congregation represented by a diverse population including, children and adults from racial and ethnic minorities and/or underserved groups.
- Barry Knight is familiar with the child welfare system and is involved with and participates in various CSD trainings and meetings to include active representation in Team Decision Making (TDM) meetings.
- Barry Knight is familiar with the unique needs of families involved in the child welfare system and has served as mentor and support to parents and children affected by abuse and neglect.
- Barry Knight fosters the development of positive change within the community through education, resource linkage and faith based counseling and he is a core member in CSD Racial Disproportionality and Disparity Project, which focuses on ways to improve outcomes of the African American population in Riverside County.

The reason why DPSS requires these unique features and the benefit the County will accrue is listed below:

- DPSS Children Services needs an advocate who is already familiar with the needs of the parents and the community and who can quickly establish a healthy working relationship with families.
- DPSS needs to reduce the number of African-American children disproportionately represented in the child welfare population as compared to the population in general.
- DPSS needs to raise public awareness on the issues of racial disparity and disproportionality through education. This requires an advocate who can effectively communicate to community members the need for their help in developing strategies and focused leadership development in all targeted communities.

Price Reasonableness:

Barry Knight's price for providing Parent Partner services is \$57,000. DPSS wants to expand Barry Knight's services to the entire county. The hourly reimbursement rate includes all costs for travel, mileage, and preparation.

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

No

Period of Performance:

Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.

The period of performance is from July 1, 2012 – June 30, 2013 with three (3) one-year renewal option(s).

Susan Lew
Department Head Signature

1/14/14
Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

[Signature]
Purchasing Agent

APPROVAL
13-304

1-31-13
Date

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 1-22-13
ELENA M. BOEVA
DATE

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

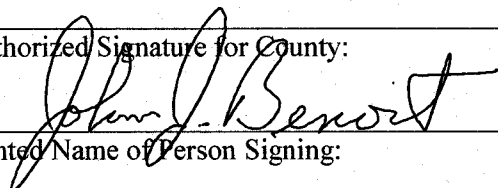
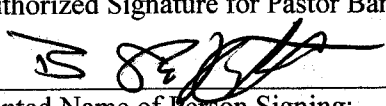
SERVICES CONTRACT: CS-02373-01
 CONTRACTOR: Barry Knight
 CONTRACT TERM: July 1, 2012 – June 30, 2013
 MAXIMUM REIMBURSABLE AMOUNT: \$57,000

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Parent Partner services;

WHEREAS, Pastor Barry Knight is qualified to provide Parent Partner services;

WHEREAS, DPSS desires Pastor Barry Knight, 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 Pastor Barry Knight: 
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: Barry Knight
Title: Chairman, Board of Supervisors	Title: Pastor
Address: 4080 Lemon Street Riverside, CA 92501	Address: 12676 Memorial Way, # 2036 Moreno Valley, CA 92553
Date Signed: FEB 26 2013	Date Signed:

ATTEST:

KECIA HARPER-IHEM, Clerk

By 
 DEPUTY

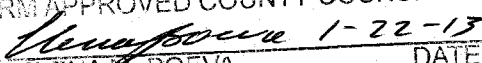
FORM APPROVED COUNTY COUNSEL
 BY:  1-22-13
 ELENA M. BOEVA DATE

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List of Exhibits

- Exhibit A- City Zone Listing
- Exhibit B- Confidentiality Agreement
- Exhibit C- Health Information Portability Accountability Act (HIPAA)
- Exhibit D-1- Parent Partner Log & Invoice
- Exhibit D-2 – Cost Service Rate Chart
- Exhibit E- DPSS 2076A & Instructions
- Exhibit F – Assurance of Compliance

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "CONTRACTOR" shall mean Pastor Barry Knight and any employee, agent or representative of Pastor Barry Knight used in conjunction with the performance of the contract. For the purposes of this Contract, Contractor and Pastor Barry Knight are used interchangeably.
- B. "COUNTY" shall mean the County of Riverside and its Department of Public Social Services. For purposes of this Contract, DPSS and County are used interchangeably.
- C. "CSA" shall mean County Self Assessment. It is driven by a focused analysis of child welfare data. This process also incorporates input from various child welfare constituents and reviews the full scope of child welfare and probations services provided within the county.
- D. "CSD" shall mean Children Services Division of DPSS.
- E. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- F. "FR" shall mean Family Reunification. It is the process of uniting children with their parents through the Juvenile Court involvement.
- G. "ICE BREAKERS" refers to an initial meeting between the birth parents, foster parents, and the social worker. They should occur when a child enters protective custody, ideally within the first 7-14 days of placement. The focus of the meeting is a free exchange of information regarding minor (s) in care and their needs.
- H. "PARENT LEADERS" are life-trained paraprofessionals who have successfully navigated the child welfare system.
- I. "SIP" shall mean System Improvement Plan. It is a culmination of the Peer Quality Case Review (PQCR) and the CSA processes and serves as the operational agreement between the county and the state. It outlines how the county will remodel its system to improve outcomes for children, youth and families.
- J. "Subcontract" refers to any contract, purchase order, or other purchase agreement, 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.
- L. "TDM" shall mean Team Decision Making Meetings. TDMs bring together people who are interested in and care about the family. A meeting is held to ensure that the best possible decisions are made regarding the child's safety and placement. The focus is on child safety and preserving family and community connections.

II. OBJECTIVES

The objective of the Parent Partner is to help families to develop supportive relationships that will strengthen and support parents and families involved in the child welfare system, and to honor their

ability to draw on family strengths and resources in order to facilitate timely permanency for their children.

The Parent Partner connect with families referred by DPSS and explain that they are a parent advocate, and offer to support the parent in whatever way the parent needs. Parent Partners can provide resources, information, service directories, and support.

III. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and Barry Knight.
- B. DPSS will refer appropriate clients to Pastor Knight.
- C. DPSS may monitor the performance of Pastor Barry Knight in meeting the terms, conditions and services in this Contract. 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.
- D. Schedule TDM's and provide conference room locations and equipment (tables/chairs, boards, etc.).

IV. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

1. Provide one-on-one mentoring for new parents which includes:

Mentoring parents who are involved with Riverside County Children's Services Division (CSD) and Court System

Encouraging and supporting parent's positive behavior and celebrating his/her successes

Referring parents to community resources

2. Partner with DPSS social workers to engage parents.
3. Advocate for families and assist them in accessing needed services.
4. Work with other religious organizations (of any denomination) to spread awareness on parent engagement.
5. Provide Parent Partner services for the entire Riverside County area attached hereto as **Exhibit A**.
6. Be free from any substantiated allegations of abuse or neglect.
7. Comply with the Confidentiality Agreement attached hereto as **Exhibit B**.
8. Comply with the Health Information Portability Accountability Act attached hereto as **Exhibit C**.
9. Attend and participate in the following meetings/activities:

One-on-one mentoring for new parents

Team Decision Making Meetings (TDMs)

Supervised meetings with assigned parents

Committees, workgroups, and special/community events

System Improvement Plan (SIP)

Family Partners Support Groups

10. Make presentations at the following meetings/events, as requested by DPSS:

- Children's Services Social Worker (CSSW) Induction and training, and staff meetings
- Resource Family trainings
- Other panels, presentations and meetings

B. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$57,000.

2. COST RATE

The service units below will be documented by completing the *Parent Partner Log & Invoice (Exhibit D-1)*, attached hereto and incorporated herein by this reference. One copy of **Exhibit D-2** will be used for each service provided.

Service	Rate	Average Hours/Week
Provide one-on-one mentoring for new parents	\$60 per UOS. One hour = one UOS	5
Partner with DPSS social workers to engage parents.		4
Assist DPSS Social Workers in reaching out to clients in crisis.		4
Advocate for families and assist them in accessing needed services.		4
Work with other religious organizations (of any denomination) to spread awareness on parent engagement.		3
Attend Team Decision Making Meetings (TDMs).		6
Attend supervised meetings w/ assigned parents and/or Family Partners Support Groups.		2
Attend committees, workshops, and special/community events.		2
Present at Children's Services Social Worker (CSSW) Induction and Training/Resource Family Training, or supervisor's Forums.		2
Attend other panels, presentations and meetings.		2
Preparation time for presentations and parent curriculum trainings.		6

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- b. 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.
- c. The Contractor shall submit DPSS Forms 2076A (**Exhibit E**) following the instructions set forth on the "Instructions for Form 2076A." **Exhibit E** is attached hereto and incorporated herein by this reference for request of all payments.
- d. The Contractor shall have the Parent Partner Log & Invoice (**Exhibit D-1**) approved by CSD and then shall send invoice originals to Fiscal/Management Reporting Unit (MRU) for final payment.
- e. 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.

4. 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, 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.

5. RECORDS, INSPECTIONS AND AUDITS

- a. 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.
- b. 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.
- c. 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.

- d. 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.
- e. 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. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

6. 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.

7. 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.

D. ADMINISTRATIVE

1. 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 Contract.

2. 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.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that 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.

3. EMPLOYMENT PRACTICES

- a. 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 provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. 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.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

4. 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.

5. INSURANCE

a. 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 coverages during the term of this Contract.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's 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 Contract 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 Contract, 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 Contract 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 Insured(s).

b. 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 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 its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such 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 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 retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified 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 that 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 coverages 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 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.

6. 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.

7. 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.

8. 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 or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

9. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any subcontractor who:
 - i. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - ii. 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;
- iii. 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
 - iv. has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. 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.
 - c. 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.
 - d. 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.”

10. 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.

11. CIVIL RIGHTS COMPLIANCE

a. 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 F** and incorporated herein by this reference. The Contractor will sign and date **Exhibit F** 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.

12. DEBARMENT AND SUSPENSION

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

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

- c. 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
- d. 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.

13. 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.

14. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT

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 intend of this Agreement for implementation of relevant law(s) and/or regulations(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.

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

15. RELIGIOUS PROHIBITION

There shall be no religious worship, instruction, or presentation as part of, or in connection with, the performance of this Agreement, including, but not limited to, requiring a customer to attend any religious activity or instruction as a condition for receiving any services provided under this Agreement.

V. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2012 to June 30, 2013, with three (3) one-year renewal option(s).

B. NOTICES

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

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

VENDOR: Barry Knight
12676 Memorial Way, # 2036
Moreno Valley, CA 92553

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 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

C. AVAILABILITY OF FUNDING

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

D. 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.

E. 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:

1. 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
2. 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
3. Withhold funds pending a cure of the breach; and/or
4. 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.

F. 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. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. 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 1.

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

I. 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.

City Zone Listings

Zone #1
Western County

<input checked="" type="checkbox"/>	City	Zip Code
	Colton	92324
	Corona	92879
	Corona	92880
	Corona	92881
	Corona	92882
	Elsinore	92530
	Elsinore	92531
	Elsinore	92532
	Homeland	92548
	March AFB	92518
	Mira Loma	91752
	Moreno Valley	92551
	Moreno Valley	92552
	Moreno Valley	92553
	Moreno Valley	92554
	Moreno Valley	92555
	Moreno Valley	92556
	Moreno Valley	92557
	Norco	92860
	Nuevo/Lakeview	92567
	Perris	92570
	Perris	92571
	Perris	92572
	Riverside	92501
	Riverside	92502
	Riverside	92503
	Riverside	92504
	Riverside	92505
	Riverside	92506
	Riverside	92507
	Riverside	92508
	Riverside	92509
	Romoland	92585
	Sun City	92586
	Sun City/ Quail Valley/ Canyon Lake	92587
	Wildomar	92595

Zone #2
Mid & Southwestern County

<input checked="" type="checkbox"/>	City	Zip Code
	Aguanga	92536
	Anza	92539
	Banning	92220
	Beaumont/ Cherry Valley	92223
	Cabazon	92230
	Calimesa	92320
	Hemet	92543
	Hemet	92545
	Hemet/Valle Vista	92544
	Idyllwild	92549
	Menifee/Sun City	92584
	Mountain Center	92561
	Murrieta	92562
	Murrieta	92563
	San Jacinto	92581
	San Jacinto	92582
	San Jacinto/ Gilman Springs	92583
	Temecula	92590
	Temecula	92591
	Temecula	92592
	Temecula	92593
	Winchester	92596

Zone #3
Desert & Eastern County

<input checked="" type="checkbox"/>	City	Zip Code
	Blythe	92225
	Cathedral City	92234
	Cathedral City	92235
	Coachella	92236
	Desert Center/ Eagle Mountain	92239
	Desert Hot Springs	92240
	Indian Wells	92210
	Indio	92201
	Indio	92202
	Indio	92203
	Indio Hills/DHS/ Sky Valley	92241
	La Quinta	92253
	Mecca/ North Shore	92254
	Midland	92255
	Palm Desert	92211
	Palm Desert	92260
	Palm Desert	92261
	Palm Springs	92258
	Palm Springs	92262
	Palm Springs	92263
	Palm Springs	92264
	Rancho Mirage	92270
	Ripley	92272
	Thermal/Oasis/ Salton Sea	92274
	Thousand Palms	92276
	Whitewater	92282

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 _____

CONTRACTOR NAME _____

CONTRACT NUMBER _____

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 Associate Agreement

Under the Health Insurance Portability and Accountability ACT (HIPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 ("Privacy Rule and Security Rule"), the CONTRACTOR must comply with the Security Rule as a Business Associate, if under this Contract Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

The COUNTY and CONTRACTOR acknowledge that HIPAA mandates them to comply as business associates 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 as referenced hereunder prior to commencing work under this Agreement.

HIPAA Business Associated Agreement

PROJECT NAME _____

CONTRACTOR NAME _____

CONTRACTOR NUMBER _____

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 form 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:

EXHIBIT C (p. 2 of 6)

- (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).
 - (4)
 - 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.

Printed: _____
Contractor/Employee Name

Signed: _____ Date: _____
Contractor/Employee Name

Exhibit D-2**Cost Service Rate Chart**

The Cost Rate is \$60 per Unit of Services (UOS). One hour = one (1) UOS

Service	Average Hours/Week
Provide one-on-one mentoring for new parents	5
Partner with DPSS social workers to engage parents.	2
Assist DPSS Social Workers in reaching out to clients in crisis.	2
Advocate for families and assist them in accessing needed services.	1
Work with other religious organizations (of any denomination) to spread awareness on parent engagement and issues of racial disparity and disproportionality.	2
Assist in recruiting foster and adoptive parents.	2
Attend Team Decision Making Meetings (TDMs).	5
Attend supervised meetings w/ assigned parents and/or Family Partners Support Groups.	2
Attend Court Orientations.	4
Attend committees, workshops, and special/community events.	2
Present at Children's Services Social Worker (CSSW) Induction and Training/Resource Family Training, or supervisor's Forums.	1
Attend other panels, presentations and meetings related to RDD.	2
Preparation time for presentations and parent curriculum trainings.	10

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: E

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

From: Barry Knight
Remit to Name
12676 Memorial Way, # 2036
Address
Moreno Valley, CA 92553
City State Zip Code
Barry Knight
Contractor Name
CS-02373-01
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 needed)
- Unit of Service Payment \$ _____ # 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.

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

Exhibit F

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

Director's Signature

Address of Vendor/Recipient