

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

527



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
February 26, 2013

SUBJECT: AMENDMENT # 4 FOR OLIVE CREST TREATMENT CENTERS, INC. AND FOR OAK GROVE CENTER

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to sign the attached Amendments # CS-01988-04 with Olive Crest increasing the maximum contract amount from \$1,310,386 to \$2,753,100 and 02010-04 with Oak Grove increasing the maximum contract amount from \$618,930 to \$1,361,580 both covering the period of January 1, 2013 – June 30, 2013, and each with one (1) year renewal;
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract; and
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:	\$ 2,184,914	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 1,310,948	Budget Adjustment:	No
	Annual Net County Cost:	\$ 1,310,948	For Fiscal Year:	12-13

SOURCE OF FUNDS:			Positions To Be Deleted Per A-30	<input type="checkbox"/>
Federal Funding: 0%	State Funding: 0%	County Funding: 60%; Realignment Funding: 40%; Other Funding: 0%	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: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.: 3.44 (12/14/10) | District: All | Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3-50

DEPARTMENT OF PUBLIC SOCIAL SERVICES
 PURCHASING
 1-22-13
 ASSISTANT DIRECTOR
 POLICY
 POLICY
 DEPT RECOMM.:
 PER EXEC. OFC.:

BACKGROUND (Continued):

As a result of Senate Bill 163 (Statutes of Welfare and Institutions Code 18250), the State authorized counties to implement a Wraparound program to provide foster youth with alternatives to group home care by using the equivalent funding to provide intensive services to the youth and family and ultimately improve outcomes for these children.

Currently, Adoption Assistance Program (AAP) non-dependents are eligible to receive wraparound services along with children that meet eligibility requirements mandated in SB 163. Adding the AAP eligibility requirements has increased the need to fill more slots for wraparound.

The recommended amendment with Olive Crest would increase the slots from 50 up to 105 and increase slots from 25 up to 55 for Oak Grove. The maximum reimbursable amount (MRA) will increase an additional \$1.4 million for Olive Crest and an additional \$742,000 for Oak Grove. The increase will allow for more children to receive wraparound services who are currently on a waiting list.

Since 2007, DPSS Children Services has provided Wraparound services to more than 300 clients and their families, including more than 1,100 caregivers and siblings. In 2011, the number of Wrap clients served grew by more than 300%, when compared to 2010.

Our most recent 2012 outcome data shows 75% of our Wrap clients successfully graduated, that is they reunified with their family and terminated dependency.

On March 8, 2010, County Purchasing released a Request for Proposal (RFP) # DPARC-146 to solicit vendors interested in offering Wraparound services. The RFP was released to forty (40) prospective bidders and was advertised on the County Purchasing website.

In response, on April 12, 2010, DPSS received eight (8) proposals and seven (7) were found responsive by the evaluators. The seven (7) proposals were reviewed by an evaluation team consisting of personnel from DPSS, and scored on the following criteria: overall responsiveness to the requirements of the scope of service, experience/ability, credentials, references and the overall cost.

On December 14, 2010 (Agenda 3.44) the Board of Supervisors approved the agreements with Olive Crest Treatment Centers, Inc. and Oak Grove Center to provide Wraparound services.

Therefore, at this time it is being requested that the Board execute the attached amendments to the current contract with Olive Crest Treatment Centers, Inc. and Oak Grove Center to allow for additional slots and increase the MRA in order to continue providing Wraparound services to children and families.

FINANCIAL:

Funding is available through the Wraparound Trust Fund which is funded 40% Realignment and 60% County funds.

ATTACHMENT(S):

1. Professional Services Contract Amendment # 4 (CS-01198-04) with Olive Crest Treatment Centers, Inc. (3 copies)
2. Professional Services Contract Amendment # 4 (CS-02010-04) with Oak Grove Center (3 copies)

CONCUR/EXECUTE –

County Counsel and County Purchasing

SL:ts

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

SERVICES CONTRACT: CS-02010-04
 CONTRACTOR: Oak Grove Center for Education Treatment & the Arts
 dba Oak Grove Institute Foundation, Inc.
 CONTRACT TERM: July 1, 2012 - June 30, 2013
 MAXIMUM REIMBURSABLE AMOUNT: \$1,361,580

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Wraparound services for clients of the Children's Services Division;

WHEREAS, Oak Grove Center for Education Treatment & the Arts is qualified to provide Wraparound services;

WHEREAS, DPSS desires Oak Grove Center for Education Treatment & the Arts, 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.

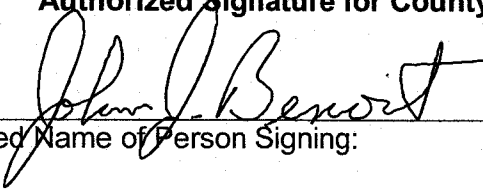

Authorized Signature for County:	Authorized Signature for Oak Grove Center
 Printed Name of Person Signing: John J. Benoit	 Printed Name of Person Signing: Tammy Wilson
Title: Chairman of the Board of Supervisors	Title: Chief Executive Officer
Address: 4080 Lemon St Riverside, CA 92501	Address: 24275 Jefferson Avenue Murrieta, CA 92362
Date Signed: FEB 26 2013	Date Signed: 2/5/13

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List of Exhibits

Exhibit A- DPSS 2076A & Instructions

Exhibit B – Team Member Roles

Exhibit C – Department of Mental Health (DMH) WFI 4-Evaluation Summary and Consent/Assent form

Exhibit D- HIPAA Business Associate Agreement

Exhibit E – Vendor Assurance of Compliance

CONTRACT TERMS AND CONDITIONS**I. DEFINITIONS**

- A. "AAP" shall mean Adoption Assistance Program.
- B. "Case Management" shall mean the management and monitoring of the phases of intervention as services are provided to a specific child, youth, and family.
- C. "Child or Youth" shall mean dependents ages eleven (11) and under and dependent youth ages twelve (12) through eighteen (18) who are transitioning home, or to a home-like setting, from residential-based services and who are at risk of returning to group home care. Services must be initiated prior to the youth's eighteenth (18th) birthday.
- D. "Comprehensive Mental Health Services" refers to two (2) categories of services which are clinical services and community-based services.
- E. "Contractor" or "Provider" refers to any employee, agent, or representative of the contract company used in conjunction with the performance of the contract.
- F. "County" refers to the County of Riverside and its Department of Public Social Services. For purposes of this Contract, DPSS and County are used interchangeably.
- G. "CSD" refers to the Riverside County Department of Public Social Services Children's Services Division.
- H. "DMH" refers to the County of Riverside and its Department of Mental Health.
- I. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- J. "EPSDT" refers to Early and Periodic Screening, Diagnostic, and Treatment mandates which require the provision of comprehensive services (to include mental health and developmental services) for infants, children, and adolescents enrolled in Medicaid which shall include, but is not limited to, the following mental health services:
1. Comprehensive Community-Based Services:
 - a. basic living skills redevelopment;
 - b. social skills redevelopment;
 - c. crisis/behavior management;
 - d. family engagement services;
 - e. immediate crisis stabilization;
 - f. intervention team development;
 - g. case planning that includes strength, need, and community involvement;
 - h. on-going crisis and safety planning;
 - i. case tracking;
 - j. transitional planning;
 - k. case management;
 - l. team meetings; and
 - m. crisis stabilization teams.

2. Clinical Services (Group rehabilitative treatment):

- a. individual and family therapy
- b. substance abuse treatment;
- c. mobile crisis intervention; psychiatric and psychological assessment;
- d. medication management;
- e. in-home therapy;
- f. specialized therapy;
- g. day treatment;
- h. office based therapy; and
- i. substance abuse treatment.

- K "FTM" shall mean Family Team Meeting.
- L "Intensive Case Management" refers to the management and monitoring of the phases of intervention as services are provided to a specific child, youth, and family.
- M. "Home-like Setting" refers to a relative caregiver home or foster family home.
- N "Life Domains" shall mean the basis for the Plan of Care (POC) created by the family and team members which guides the family's process through wraparound. They include safety, financial, cultural/spiritual, education, recreational, housing, family, legal, emotional/behavioral, social relationships, health/medical, and work/vocational.
- O. "MQs" shall mean minimum qualifications.
- P. "NREFM" shall mean Non-Related Extended Family Members.
- Q. "Parent Partners" refers to selected parents who have successfully navigated through the Child Welfare System and reunified with their children in order that these parents may help and encourage other parents who are currently involved in the Child Welfare System. Parent Partners will use their own experience to strengthen and support parents, and honor their ability to draw on family strengths and resources to facilitate timely reunification of their children.
- R. "Plan of Care" refers to the assessment of the family, child or youth that has been conducted, and that a plan has been developed to address their unique strengths and needs through the provision of specific services and interventions.
- S. "RCL" refers to the rate classification level as established by the California Foster Care Rates Bureau.
- T. "Safe Families" are volunteer families who are specially trained and have the required clearances to meet the standards of the contract. These families are located throughout Riverside County and may be available for short term respite care for wraparound children/youth and/or their siblings.
- U. "SB 163" refers to Senate Bill 163. SB 163 allows counties to provide service alternatives to eligible children in, or at risk of, group home care by using the State foster care maintenance payment to provide wraparound services; specifically SB 163 permits counties to use existing state foster care dollars for children or youth in or at risk of being placed in a rate classification level (RCL) 10- 14 group home facilities. Funds diverted under this program

may be used to provide a broader array of service alternatives. Additional information pertaining to SB 163 may be found at: <http://www.leginfo.ca.gov/statute.html> (California legislative information website) or <http://www.cdss.ca.gov>. (California Department of Social Services website.)

- V. "Staffing" refers to a meeting with key stakeholders to discuss case plans for youth/families.
- W. "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."
- X. "Subcontractor refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor."
- Y. "Team Members" refers to identified members of the contractor staff, DPSS staff and Parent and Youth Partners that serve as members of the Youth and Family Intervention team, providing services to mitigate identified issues that block the independent functioning of the family being served, promote self-sufficiency and the termination of court-ordered dependency.
- Z. "Transportation" refers to transporting children/youth's and their families to and from doctor appointments; case services meetings, and therapy.
- AA. "Wraparound Services" refers to community-based in-home intervention services that recognize the unique strengths and needs of the children/youth and family and includes the delivery of coordinated services to address those needs.
- BB. "Wraparound Team" refers to the child/youth, their family members, the facilitator, the family specialist, the parent partner, community members the family invites to participate, and any other professional staff including the social worker and therapist deemed necessary to assist the family in meeting the goals of their POC.
- CC. "Youth Partners refers to refers to youth who have successfully navigated through the Child Welfare System who may help and encourage other youth who are currently involved in the Child Welfare System. Youth Partners will use their own experience to strengthen and support youth, and participate in child welfare meetings and events in order to provide the perspective of youth within the Child Welfare System.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be the liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor 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.
- C. Refer children/youth and their families for Wraparound services.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

1. GOALS

Contractor shall meet the following wraparound service goals:

- i. Help children /youth placed in group homes to return and remain in their homes.
- ii. Develop a highly individualized Plan of Care (POC) to prepare the children/youth for reunification or placement with a family and to maximize the functioning of the family so that the children/youth is able to function successfully at home, at school, and in the community.
- iii. Assist families in achieving self-sufficiency and termination of court-ordered dependency.

2. TARGET POPULATION

Contractor shall target Riverside County dependent children with significant mental health and/or behavioral issues who are ages eighteen (18) and under who are transitioning home, or to a home-like setting, from residential-based services or who are at risk of requiring placement into residential placement (i.e. group home) to a higher level of care.

3. GEOGRAPHIC AREAS

Contractor shall provide services countywide throughout Riverside County. The County of Riverside Spans 7,200 square miles and extends approximately 180 miles from Orange County to the Colorado River.

4. SERVICE DELIVERY - REQUIREMENTS

Contractor shall meet the following service delivery requirements for Wraparound services:

- i. Provide intensive case management and comprehensive mental health services, available 24/7, if necessary, throughout Riverside County to all children/youth and their families who are enrolled in the Wraparound program. Case management services must include immediate crises stabilization and intervention.
- ii. Provide and follow a program outcome measurement plan that identifies program goals, key objectives for youth and families and progress indicators.
- iii. Provide transportation to children/ youth and their families to services as needed.
- iv. Provide the capacity to serve an average ongoing caseload of up to fifty-five (55) children or youth and their families. A maximum of five (5) slots may be used for AAP, if slots are not filled with AAP they may be used for general Wraparound clients.
- v. Coordinate Wrap services needed for children/youth and their families with Children Services Division (CSD), Department of Mental Health (DMH), Community Health Agency (CHA), and community providers which shall include, but is not limited to:
 - a. Group rehabilitative treatment
 - b. Individual and family therapy
 - c. Substance abuse treatment

- d. Mobile crisis intervention
 - e. Psychiatric and psychological assessment
 - f. Medication management
 - g. In-home therapy
 - h. Day treatment
 - i. Office based therapy
- vi. Develop a POC and Support Services for each child/youth and their family which recognizes phases of progression from dependence to self-sufficiency. Plan development shall include, but is not limited to:
- a. Referral-Transitional Services
 1. Make available a 24/7 phone message system answered by a live person.
 2. Accept referrals Monday – Friday from 8:00 a.m. to 5:00 p.m., by phone.
 3. Make initial contact with families within forty-eight (48) hours.
 4. Start assessment and coordinate the assessment and face-to-face meeting.
 5. Obtain approval from DPSS for official start date.
 6. Conduct staffing meetings to meet with group home/foster home or any other relevant personnel to obtain information regarding youth behavior, successful interventions, and case information.
 - b. Wraparound Placement
 1. Meet face-to-face with family or youth (Youth/Families will not be counted as “placement” until at least one (1) face-to-face meeting has occurred.
 2. Develop a Safety Plan with the family.
 3. Document assessments in writing and maintain case files.
 4. Review family history.
 5. Rate level of risk for children/youth that could re-enter Foster Care.
 6. Identify children/youth strengths
 7. Identify those issues blocking the independent functioning of the family.
 8. Allow for the family to identify their issues and intervention needs.
 9. Identify team members to provide the intervention.
 - c. Establish the Plan of Care(POC)
 1. Schedule family team meeting (FTM) within the first two (2) weeks but no later than three (3) weeks of DPSS approval start date.
 2. Prepare the family mission statement and identify strengths.
 3. Prepare the family goals and quantifiable objectives per Wraparound Life Domains (source: <http://www.rtu.pdx.edu/nwi/index.htm> or <http://www.emqff.org/EMQTraining/training/fpi/index.shtml>).
 4. Identify interventions, set a schedule of intervention and set measurement of intervention.
 5. Set Goal Review Schedule.
 6. Include all team members (facilitators, behavioral specialists, parent partners, DPSS social workers and any other needed stakeholders such as therapist, probation officer, etc.).

7. Include a copy of the POC with all signatures of participants within six (6) weeks of DPSS approval start date.

d. Case Management and Placement Support

1. General Support

- (i) Maintains focus on the family and supports the team on goals and objectives.
- (ii) Sets time lines.
- (iii) Keeps roles clear between team members.
- (iv) Moves the family toward completion of court involvement.
- (v) Reviews the progress of goals and objectives.
- (vi) Allows for changes in goals and objectives, as needed, and as approved by DPSS.

2. Client Communication

- (i) Parent Partner will make face-to-face contact with the Parent caregiver at a minimum of one (1) time per week unless otherwise approved by the team.
- (ii) Behavioral Specialist will make face-to-face contact with the Youth at a minimum of one (1) time per week unless otherwise approved by the team.

3. Family Team Meetings (FTM)

- (i) Establish a FTM, initially weekly and at a minimum one (1) time per month.
- (ii) After every FTM, Contractor must:
 - (a) schedule FTMs with DPSS and Team Members.
 - (b) send minutes for meetings to DPSS and Team Members.
 - (c) document and maintain minutes in the case file
 - (d) prepare agenda for meetings and send to DPSS prior to meeting
 - (e) provide a weekly plan that includes FTM's, therapy sessions, one-on-one's with Parent and Youth Partners and behavioral specialists, to DPSS by Wednesday of each week.

4. Emergency Intervention and Crisis Stabilization

- (i) Respond to family within one (1) hour minimum via telephone or in person.
- (ii) Assess the severity of the situation and perform in the following manner for each situation: critical within two (2) hours, if severe by next day, and non-emergencies within five (5) days.
- (iii) Provide counseling interventions with children/youth and their family members who are in crisis.

5. Coordination with DPSS Staff

- (i) Prepare placement preservation meetings with DPSS detailing active preventive measures whenever placement appears to be in jeopardy.
- (ii) Prepare ongoing quarterly updates on either new POC or updates to the existing POC.

6. Coordination with Parent and Youth Partners

- (i) Prepare placement preservation meetings with Parent and Youth Partners detailing active preventive measures whenever placement appears to be in jeopardy.
- (ii) Coordinate with Parent and Youth Partners in order to prepare ongoing quarterly updates on either new POC or updates to existing plan.

e. Exit-Transitional Services

- 1. Develop plans for family self-sufficiency and termination of court ordered dependency from DPSS.
- 2. Sets plan for accessing community assistance during times of crisis, and provide linkage service to community support systems.

5. ADMINISTRATIVE REQUIREMENTS

Contractor shall meet the following administrative requirements for Wraparound services:

i. Records Management

- a. Maintain individual files for each child/youth and family served under the Wraparound program. These files will contain, but are not limited to the following:
 - 1. Child/youth's referral from DPSS to the Contractor
 - 2. Original POC
 - 3. Initial Assessment
 - 4. Safety Plan
 - 5. Transition Plan
 - 6. All updated/revised POCs and Reviews
 - 7. Records of services provided to child/youth and their families
 - 8. Log of flex fund requests and deliverables
- b. Keep a tracking log of clients who are referred, placed in a wraparound slot, and terminated.
- c. Maintain all client records in such a manner to ensure client confidentiality and be HIPAA compliant.

ii. Personnel Administration

- a. Maintain personnel files for each staff member providing services.
- b. Provide background checks (DOJ) on employees at the contractor's expense.
- c. Provide training to employees on Wraparound values and service delivery methods from professionals with a minimum of two (2) years experience in Wraparound services.
- d. Provide a listing of team member positions (see – **Exhibit B** as example). Team Member positions can not go unfilled for more than one (1) quarter.

iii. Quality Assurance

- a. 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.

- b. Maintain policy and procedure for reporting suspected incidents of child abuse and neglect and ensure that staff who provide services know how to recognize and report such abuse.
- c. Offer services in the client's preferred language. When this is not possible, Contractor shall be responsible for appropriate translation services.

iv. Other Requirements

- a. Shall be Medi-Cal certified.
- b. Obtain, provide, utilize, and maintain capacity to communicate with DPSS by means of: electronic mail (email), fax, telephone, voice mail and/or phone messaging service.
- c. Communicate with DPSS regarding the status of child/youth and their families and ensure that the Court's POC objectives are integrated into the wraparound plan.
- d. Notify DPSS by telephone, email and facsimile of any emergency situations within twenty-four (24) hours of occurrence.
- e. Report all after-hour emergencies to DPSS by the next business day.
- f. Assign staff to be liaison between Contractor and DPSS.

v. Evaluation

- a. Have clients and families who receive services as specified by the state and DPSS complete the Department of Mental Health (DMH) WFI 4-Evaluation Summary and Consent/Assent form (**Exhibit C**) to allow DMH to administer state-required client satisfaction surveys.
- b. Every month gather all WFI 4-Evaluation Summary and Consent/Assent Forms for client and families who agree to participate with the surveys and send them to DMH so that they can provide the outcome evaluation requirements.
- c. Assist DMH with obtaining client and case information for evaluation purposes.

6. ADDITIONAL SERVICES

Contractor shall provide additional services:

i. After-Care services:

- a. **Pre-Discharge/Aftercare Planning** – This includes the Case Manager and both the resident/student/program participant and their respective families (and/or guardians or caretakers) meeting for a period of no less than four (4) to six (-6) six weeks prior to exit from the program; individual and family/caretaker counseling is provided pertaining to post-program objectives, barriers, relapse behavior prevention; outpatient referrals are given in areas of potential needs.

- b. **Post-Discharge Follow-up/Aftercare** – This includes aftercare follow-up calls by Contractor program staff. Participants and families are contacted on a periodic basis and given an ‘outcome survey’ consultation via phone to ensure successful transition and to assess if there are any continuing needs (this is typically performed at the 3-month, six (6)month, nine (9)month, and one (1)year intervals).
 - c. **Indefinite Aftercare Accessibility** – Contractor and prior Case Managers shall be available for ongoing consultation needs (initiated by the family/ex-client) when/if needs arise for an indefinite period of time. This includes, but is not limited to: provision of outpatient referrals related to housing, mental health/psychiatric services, employment opportunities, college transitioning, chemical dependency support groups, and other referrals as needed/requested.
 - d. **Initial Consultation Meetings/Aftercare (via phone/in-person by Case Manager)** – This shall be provided at the following intervals: weekly, then progressing to every other week, then monthly, for a period of three (3) months; subsequent follow-up will be offered up to a period of six (6) month to one (1) year to address any unmet needs of participants and their families.
 - e. **After-Care Drop-In Group** – A weekly aftercare group led by a Mental Health Clinician would be offered for families to attend in order to gain further support, network with other families, and obtain information, community resources and referrals for any unmet needs. This shall be open to Wraparound families in addition to current families served.
- ii. Parent Support services in the following areas:
 - a. Parenting and Coaching Classes – Led by licensed clinicians (e.g. ‘Price Parenting,’ ‘The Power of Play: Child-Parent Relationship Training,’ ‘Love and Logic,’ ‘Nurtured Heart Approaches’).
 - b. Multi-family Discussion Groups – Led by licensed clinicians; offers networking, parent support, experiential in nature.
 - c. Topical lectures/groups – led by licensed clinicians; both in-house and community-based lectures benefiting parents of the residential and outpatient programs.
 - d. Through the network of partnerships and community resources.
 - iii. Provide wraparound services to Riverside County dependents in adjacent Southern California Counties, such as Orange County, San Bernardino, San Diego and Los Angeles with the approval of Riverside County DPSS management.

7. DATA AND REPORTING REQUIREMENTS

- i. Contractor shall prepare a monthly program status report. An electronic copy of this report shall be submitted to DPSS Contracts Administration Unit at: contractreporting@riversidedpss.org on a monthly basis, and submitted by the 20th of the month following the month when services were rendered (i.e., July report will be due August 20th). An additional copy of the Monthly report shall be provided to the

Program Development Liaison, upon request. This report will be a listing of active clients participating in the program, and will include, but is not limited to the following:

- a. Child/Youth's status (referred, wraparound placement slot or terminated)
- b. Child/Youth's service phase
- c. Contractor's staff member assigned to managing the case
- d. Social worker assigned to the case
- e. Most recent contact date with the child/youth/family
- f. Most recent face-to-face meeting date with the participant/family
- g. Child/youth/family's progress toward their POC goals
- h. Outcome objectives achieved
- i. any issues, problems, unusual events, or additional pertinent information on the child/youth/family. These issues may include, but are not limited to, after-hours (5:00pm – 8:00am) problems, abuse allegations, acting out behaviors, runaway situations, and return to group homes
- ii. Contractor shall prepare a quarterly summary outcome report. An electronic copy of this report should be sent to DPSS Contracts Administration Unit at: contractreporting@riversidedpss.org on a quarterly basis, and submitted by the 20th of the month of each quarter. . An additional copy of the Quarterly report shall be provided to the Program Development Liaison, upon request. This report will be a summary of aggregate data and will include but is not limited to the following:
 - a. Youth/family served
 - b. Summary of successes and challenges
 - c. Administrative updates

8. BUDGET/BILLING

- i. Billing begins at the time of the first face-to-face assessment. Contractors will be paid the actual amount of each monthly invoice for payment that is accompanied by a Monthly Client Log which shall include, but is not limited to the following:
 - a. Client name
 - b. Last four digits of client SSN
 - c. Referral date
 - d. Name of person who referred client
 - e. Assessment date
 - f. Date place for service

- g. Date completed service
- ii. Contractors will be paid per youth placed in a wraparound slot per month.
- iii. Contractors shall bill/invoice Medi-Cal for all claimable expenses prior to billing DPSS.

IV. FISCAL

A. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$1,361,580.

B. UNIT OF SERVICE COST RATE

1. The Contractor shall be paid for each unit of service, where a unit represents one client (child/family) per month, as follows:
2. Any Child/family will be prorated at the rate of \$68 per billable days. Otherwise it will be \$2,063 per client on a full month of service.

C. MEDI-CAL BILLING

The Contractor shall bill/invoice Medi-Cal for all claimable expenses.

D. ADOPTION ASSISTANCE PROGRAM

The Contractor must identify clients when Adoption Assistance Program (AAP) is being requested within the Monthly Client Log. A maximum of 5 slots may be used for AAP, if slots are not filled with AAP clients, slots may be used for general Wraparound clients.

E. CLIENT FEES

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

F. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

1. The Contractor will be paid the actual amount of each monthly invoice for payment that is accompanied by a Monthly Client Log which shall include, but is not limited to the following: client name, last four digits of client SSN, copy of referral, name of person who referred client, face-to-face meeting date, plan of care (POC) date and discharge/term date. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
2. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
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. The Contractor shall submit DPSS Forms 2076A and Instructions (**Exhibit A**) if applicable following the instructions set forth on the "Instructions for Form 2076A." Exhibits A and the instructions are attached hereto and incorporated herein by this reference for request of all payments.

5. 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.

G. 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.

H. 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.
6. 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.

I. 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.

J. 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.

K. AVAILABILITY OF FUNDING

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

V. ADMINISTRATIVE**A. 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.

B. 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.

C. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this 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).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
3. 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.

D. 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.

E. INSURANCE

1. 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.

i. 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.

ii. 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.

iii. 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).

2. General Insurance Provisions – All lines:

i. 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.

- ii. 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 Country'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.
- iii. 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 it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- iv. 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.
- v. 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.
- vi. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.

vii. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.

viii. 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.

F. 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.

G. 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.

H. 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.

I. PERSONNEL

Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement 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.

J. 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.

K. DEBARMENT AND SUSPENSION

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

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
2. 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
3. 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;

4. 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
5. 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.

L. 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.

M. CONTRACT TRANSITION PERIOD

The Contractor recognizes that the services under this contract are vital to DPSS and must be continued without interruption, and that, upon contract expiration, a successor, either DPSS or another contractor, may continue the services outlined herein. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients to a successor.

1. The Contractor shall, upon written notification from DPSS, negotiate in good faith a transition plan with a successor to determine the nature and extent of the transitioning of services. The transition plan for each service type and shall be subject to DPSS' approval and shall specify:

- i. List of clients that include:
 - a. Current contact information;
 - b. Assigned social worker.

2. Discharge summary that includes:

- i. Services received;
- ii. Number of hours of services completed;
- iii. On-going service recommendations;
- iv. Date for transferring responsibilities.

3. The Contractor shall provide DPSS with copies of client files.

N. CLIENT 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 E** and incorporated herein by this reference. The Contractor will sign and date **Exhibit E** 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.

b. 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:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/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

c. 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:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) 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.
- (3) 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.

d. 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.

VI. GENERAL

A. EFFECTIVE PERIOD

Effective January 1, 2013 to June 30, 2013 the number of slots will increase from 25 to 55, with one (1) one-year renewal options.

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

CONTRACTOR: Oak Grove Center
Tammy Wilson, CEO
24275 Jefferson Avenue
Murrieta, CA 92562

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. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 Number: A

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

From: Oak Grove Center
Remit to Name
24275 Jefferson Avenue
Address
Murrieta CA 92362
City State Zip Code
Oak Grove Center
Contractor Name
CS-02010
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 (\$) _____ # 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)	Purchase Order # (10)	Invoice #
Account (6)	Amount Authorized	
Fund (5)	If amount authorized is different from amount request, please explain:	
Dept ID (10)		
Program (5)	Program (if applicable)	Date
Class (10)	Management Reporting Unit	Date
Project/Grant (15)	Contracts Administration Unit	Date
Vendor Code (10)	General Accounting Section	Date

Exhibit A

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.

**Team Member Positions
Roles and Responsibilities**

Roles	Responsibilities
Facilitator (Vendor)	Guides wraparound process by coordinating and leading FTM's, encouraging everyone's input, and adhering to wraparound values while meeting the goals in the POC.
Behavioral Specialists (Vendor)	Mentors and provides individualized interventions for youth to promote positive change in behavioral, social, and mental health issues.
Parent Partners (Vendor)	Serve as advocates and role models for caretakers with the goal of assisting the caregiver to increase appropriate parenting skills, structure, and positive relationship with children.
Therapist (optional)	Available for individual therapy for the identified wraparound child as well as for group therapy with the entire family.
DPSS Social Workers	Continually assess risk and safety of all children in the home and assists the team with understanding CSD and Court requirements.
Probation Officer (Riverside County)	Informs the team and holds youth accountable for legal issues as well as serves as a resource for support.
Psychiatrist (optional)	Provides medication and monitoring of psychiatric needs, as needed.

An Evaluation of Services and Supports for Children and Their Families

Evaluation Summary for Caregivers

(Name of Agency) is committed to providing high-quality care to the children and families that it serves. We want to know about the level of quality of our services. We also want to know what the children and families in our program think about our services.

As a result, **(Name of Agency)** is currently asking all its clients to help us to learn more about how well we are doing. To do this, we will ask you and your child (if your child is 11 years or older) to do short interviews about the quality of services conducted by Riverside County Department of Mental Health. These interviews will last about 20 minutes and will ask about the kinds of services that your child and family have received, and what you and your child think about those services. We will also ask your **Facilitator** to do similar interviews. We will use the information we collect to help improve the quality of services you and other families receive.

All data will be anonymous. At no time will any information be given to anyone in a way that can be linked back to your family. Your facilitator will not know the information you give about services you receive.

You do not have to participate in these interviews in order to receive services. If you do not want to participate, you can say no and there will be no change in the services you receive or how you are treated. You can also say no when you or your child is called and asked to participate in the interview. However, we hope that you will decide to help us to improve our services by participating.

If you have questions about this program evaluation, you can call (Contact person)

I have read this information and/or have had it read to me:

Signature of Parent/Caregiver/Legal Custodian

Date

Name of Youth (Please print)

An Evaluation of Services and Reports for Children and their Families

Caregiver Acknowledgement of Consent

I have been given a description of this evaluation and had a chance to ask questions about it, and these have been answered to my satisfaction.

I understand what the procedures are and have had the potential risks and benefits explained to me. I also understand that my participation is voluntary, and that I may refuse to participate or withdraw at any time without penalty.

I understand that the findings from this evaluation may eventually be published, and that anything I say will remain confidential to the maximum extent allowable by law. All identifying information will be removed, and only group results will be reported.

I have been told that if I want to ask more questions about the evaluation I may contact **(Name of Contact), (Name of Agency, Contact Title, Phone Number, Full agency address)**. Or, that if I have special questions about my rights as a participant in a research project, that I may contact Suzanna Juarez-Williamson, Mental Health Research Supervisor, (951) 358-4614, or Brandon Jacobs Wraparound Research Analyst (951) 358-6857, 9731 Magnolia Ave., Riverside, CA 92503.

I agree to participate in this evaluation, and I have received a copy of this signed form.

Telephone number(s) where I may be reached:

Home: _____ Other: _____

Address where I may be contacted:

Street: _____

City/State/Zip: _____

Name (Please Print)

Name and Age of Youth

Signature

I agree that my child may be asked
to participate in this evaluation

An Evaluation of Services and Supports for Children and their Families

Evaluation Summary and Assent for Youth

(Agency Name) wants to know how good its services for young people are. We also want to know what the children and families in our program think about our services.

To find out your opinions about the services you have been receiving, we would like to do a short interview on the telephone. This is a chance for you and other youths like you to let people know what you think about services and what things you would like to see changed.

All of the things you tell us in the interview will be kept completely confidential. We will not tell anyone what you said. We will only report what all the youth we talked to said as a group.

To do this evaluation, a person will call you and ask you questions related to the services you receive. For example, they will ask if you are involved in deciding what services are most helpful for you. Another question will ask you if the team helps you to get involved in activities that you like or do well. This telephone interview will take about 15 minutes.

If you agree to participate, you need to understand the following:

1. I may stop at any time, and it will not affect any of the services I am presently receiving.
2. Anything I say will be kept confidential. No one other than the people doing the evaluation will know how I answered the questions.
3. The information I provide will help improve services for other youth, like myself.

If you still agree to participate, please sign below:

Youth's Signature

Date

Youth Name [Please print]

HIPAA Business Associate Addendum to the Agreement
Between the County of Riverside
and
Oak Grove Center for Education Treatment & the Arts
dba Oak Grove Institute Foundation, Inc.

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the Agreement for Services (the "Underlying Agreement") between the COUNTY OF RIVERSIDE ("County") and Oak Grove Center for Education Treatment & the Arts ("Contractor") as of the date of approval by both parties January 1, 2011.

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") and/or certain electronic Protected Health Information (ePHI) 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") and/or Part 162 (the "Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and /or ePHI 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 and/or ePHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security 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 meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI

A. Contractor shall be permitted to use PHI and/or ePHI 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 and/or Security Rule;

- (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 and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.
- (2) Disclose the PHI and/or ePHI 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. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
 - (a) The disclosure is required by law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
 - (i) Hold such PHI and/or ePHI 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 instances of which it becomes aware in which the confidentiality of the information has been breached.
- (3) Aggregate the PHI and/or ePHI 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 and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.

- (5) De-identify any and all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
 - C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI 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.
 - D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.
3. 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 of PHI and/or ePHI 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 and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - C. County agrees to 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 and/or ePHI.
 - D. County shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.

4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by County to Contractor, Contractor agrees to:
 - A. Use or disclose PHI and/or ePHI 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 and/or ePHI 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 and/or ePHI by Contractor in violation of this Addendum.
 - D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which Contractor becomes aware.
 - E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI 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 and/or ePHI 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.

5. Access to PHI, 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.
6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor needs to create or have access to County ePHI, Contractor agrees to:
- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, County ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of the County.
 - B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriated safeguards.
 - C. Report to County any security incident of which Contractor becomes aware that concerns County ePHI.

7. 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 and/or ePHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.
- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI and/or ePHI 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 of PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

8. 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 of 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 Contractor, its officers, agents, employees, subcontractors, agents or representatives from 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 to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. 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 of 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.

9. 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 rights 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, Security 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.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as set forth below:

CONTRACTOR

COUNTY OF RIVERSIDE

By: _____ By: _____

Date: _____ Date: _____

**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 E

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, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and 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

Riverside County Department of Public Social Services

Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503

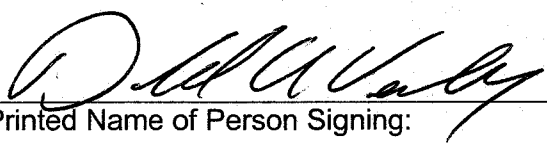
SERVICES CONTRACT: CS-01988-04
 CONTRACTOR: Olive Crest Treatment Centers, Inc.
 CONTRACT TERM: July 1, 2012 - June 30, 2013
 MAXIMUM REIMBURSABLE AMOUNT: \$2,753,100


WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Wraparound services for clients of the Children's Services Division;

WHEREAS, Olive Crest Treatment Centers, Inc. is qualified to provide Wraparound services;

WHEREAS, DPSS desires Olive Crest Treatment Centers, Inc., 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 Olive Crest Treatment Centers
 Printed Name of Person Signing: John J. Benoit	 Printed Name of Person Signing: Donald Verleur
Title: Chairman of the Board of Supervisors	Title: Chief Executive Officer
Address: 4080 Lemon St. Riverside, CA 92501	Address: 2130 E. Fourth Street, Ste. 200 Santa Ana, CA 92705
Date Signed: FEB 26 2013	Date Signed: 2-7-13

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By 
 DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY:  1-22-13
 ELENAM BOEVA DATE

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List of Exhibits

Exhibit A- DPSS 2076A & Instructions

Exhibit B – Team Member Roles

Exhibit C – Department of Mental Health (DMH) WFI 4-Evaluation Summary and Consent/Assent form

Exhibit D- HIPAA Business Associate Agreement

Exhibit E – Vendor Assurance of Compliance

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "AAP" shall mean the Adoption Assistance Program.
- B. "Case Management" shall mean the management and monitoring of the phases of intervention as services are provided to a specific child, youth, and family.
- C. "Child or Youth" shall mean dependents ages eleven (11) and under and dependent youth ages twelve (12) through eighteen (18) who are transitioning home, or to a home-like setting, from residential-based services and who are at risk of returning to group home care. Services must be initiated prior to the youth's eighteenth (18th) birthday.
- D. "Comprehensive Mental Health Services" refers to two (2) categories of services which are clinical services and community-based services.
- E. "Contractor" or "Provider" refers to any employee, agent, or representative of the contract company used in conjunction with the performance of the contract.
- F. "County" refers to the County of Riverside and its Department of Public Social Services. For purposes of this contract, DPSS and County are used interchangeably.
- G. "CSD" refers to the Riverside County Department of Public Social Services Children's Services Division.
- H. "DMH" refers to the County of Riverside and its Department of Mental Health.
- I. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- J. "EPSDT" refers to Early and Periodic Screening, Diagnostic, and Treatment mandates which require the provision of comprehensive services (to include mental health and developmental services) for infants, children, and adolescents enrolled in Medicaid which shall include, but is not limited to, the following mental health services:
1. Comprehensive Community-Based Services:
 - a. basic living skills redevelopment;
 - b. social skills redevelopment;
 - c. crisis/behavior management;
 - d. family engagement services;
 - e. immediate crisis stabilization;
 - f. intervention team development;
 - g. case planning that includes strength, need, and community involvement;
 - h. on-going crisis and safety planning;
 - i. case tracking;
 - j. transitional planning;
 - k. case management;
 - l. team meetings; and
 - m. crisis stabilization teams.

2. Clinical Services (Group rehabilitative treatment):

- a. individual and family therapy
- b. substance abuse treatment;
- c. mobile crisis intervention; psychiatric and psychological assessment;
- d. medication management;
- e. in-home therapy;
- f. specialized therapy;
- g. day treatment;
- h. office based therapy; and
- i. substance abuse treatment.

- K. "FTM" refers to Family Team Meeting.
- L. "Intensive Case Management" refers to the management and monitoring of the phases of intervention as services are provided to a specific child, youth, and family.
- M. "Home-like Setting" refers to a relative caregiver home or foster family home.
- N. "Life Domains" shall mean the basis for the Plan of Care (POC) created by the family and team members which guides the family's process through wraparound. They include safety, financial, cultural/spiritual, education, recreational, housing, family, legal, emotional/behavioral, social relationships, health/medical, and work/vocational.
- O. "MQs" shall mean minimum qualifications.
- P. "NREFM" shall mean Non-Related Extended Family Members.
- Q. "Parent Partners" refers to selected parents who have successfully navigated through the Child Welfare System and reunified with their children in order that these parents may help and encourage other parents who are currently involved in the Child Welfare System. Parent Partners will use their own experience to strengthen and support parents, and honor their ability to draw on family strengths and resources to facilitate timely reunification of their children.
- R. "Plan of Care" refers to the assessment of the family, child or youth that has been conducted, and that a plan has been developed to address their unique strengths and needs through the provision of specific services and interventions.
- S. "RCL" refers to the rate classification level as established by the California Foster Care Rates Bureau.
- T. "Safe Families" are volunteer families who are specially trained and have the required clearances to meet the standards of the contract. These families are located throughout Riverside County and may be available for short term respite care for wraparound children/youth and/or their siblings.
- U. "SB 163" refers to Senate Bill 163. SB 163 allows counties to provide service alternatives to eligible children in, or at risk of, group home care by using the State foster care maintenance payment to provide wraparound services; specifically SB 163 permits counties to use existing state foster care dollars for children or youth in or at risk of being placed in a rate classification level (RCL) 10- 14 group home facilities. Funds diverted under this program may be used to provide a broader array of service alternatives. Additional information pertaining to SB 163 may be found at: <http://www.leginfo.ca.gov/statute.html> (California legislative information website) or

<http://www.cdss.ca.gov>. (California Department of Social Services website.)

- V. "Staffing" refers to a meeting with key stakeholders to discuss case plans for youth/families.
- W. "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."
- X. "Subcontractor refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor."
- Y. "Team Members" refers to identified members of the contractor staff, DPSS staff and Parent and Youth Partners that serve as members of the Youth and Family Intervention team, providing services to mitigate identified issues that block the independent functioning of the family being served, promote self-sufficiency and the termination of court-ordered dependency.
- Z. "Transportation" refers to transporting children/youth's and their families to and from doctor appointments; case services meetings, and therapy.
- AA. "Wraparound Services" refers to community-based in-home intervention services that recognize the unique strengths and needs of the children/youth and family and includes the delivery of coordinated services to address those needs.
- BB. "Wraparound Team" refers to the child/youth, their family members, the facilitator, the family specialist, the parent partner, community members the family invites to participate, and any other professional staff including the social worker and therapist deemed necessary to assist the family in meeting the goals of their POC.
- CC. "Youth Partners refers to refers to youth who have successfully navigated through the Child Welfare System who may help and encourage other youth who are currently involved in the Child Welfare System. Youth Partners will use their own experience to strengthen and support youth, and participate in child welfare meetings and events in order to provide the perspective of youth within the Child Welfare System.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be the liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor 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.
- C. Refer children/youth and their families for Wraparound services.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

1. GOALS

Contractor shall meet the following wraparound service goals:

- i. Help children/youth placed in group homes to return and remain in their homes.

- ii. Develop a highly individualized Plan of Care (POC) to prepare the children/youth for reunification or placement with a family and to maximize the functioning of the family so

that the children/youth is able to function successfully at home, at school, and in the community.

- iii. Assist families in achieving self-sufficiency and termination of court-ordered dependency.

2. TARGET POPULATION

Contractor shall target Riverside County dependent children with significant mental health and/or behavioral issues who are ages eighteen (18) and under who are transitioning home, or to a home-like setting, from residential-based services or who are at risk of requiring placement into residential placement (i.e. group home) to a higher level of care.

3. GEOGRAPHIC AREAS

Contractor shall provide services countywide throughout Riverside County. The County of Riverside Spans 7,200 square miles and extends approximately 180 miles from Orange County to the Colorado River.

4. SERVICE DELIVERY - REQUIREMENTS

Contractor shall meet the following service delivery requirements for Wraparound services:

- i. Provide intensive case management and comprehensive mental health services, available 24/7, if necessary, throughout Riverside County to all children/youth and their families who are enrolled in the Wraparound program. Case management services must include immediate crises stabilization and intervention.
- ii. Provide and follow a program outcome measurement plan that identifies program goals, key objectives for youth and families and progress indicators.
- iii. Provide transportation to children/ youth and their families to services as needed.
- iv. Provide the capacity to serve an average ongoing caseload of up to 105 children or youth and their families. A maximum of five (5) slots may be used for AAP, if slots are not filled with AAP they may be used for general Wraparound clients.
- v. Coordinate Wrap services needed for children/youth and their families with Children Services Division (CSD), Department of Mental Health (DMH), Community Health Agency (CHA), and community providers which shall include, but is not limited to:
 - a. Group rehabilitative treatment
 - b. Individual and family therapy
 - c. Substance abuse treatment
 - d. Mobile crisis intervention
 - e. Psychiatric and psychological assessment
 - f. Medication management
 - g. In-home therapy

- h. Day treatment
- i. Office based therapy
- vi. Develop a POC and Support Services for each child/youth and their family which recognizes phases of progression from dependence to self-sufficiency. Plan development shall include, but is not limited to:
 - a. Referral-Transitional Services
 1. Make available a 24/7 phone message system answered by a live person.
 2. Accept referrals Monday – Friday from 8:00 a.m. to 5:00 p.m., by phone.
 3. Make initial contact with families within forty-eight (48) hours.
 4. Start assessment and coordinate the assessment and face-to-face meeting.
 5. Obtain approval from DPSS for official start date.
 6. Conduct staffing meetings to meet with group home/foster home or any other relevant personnel to obtain information regarding youth behavior, successful interventions, and case information.
 - b. Wraparound Placement
 1. Meet face-to-face with family or youth (Youth/Families will not be counted as a “placement” until at least one (1) face-to-face meeting has occurred.
 2. Develop a Safety Plan with the family.
 3. Document assessments in writing and maintain case files.
 4. Review family history.
 5. Rate level of risk for children/youth that could re-enter Foster Care.
 6. Identify children/youth strengths.
 7. Identify those issues blocking the independent functioning of the family.
 8. Allow for the family to identify their issues and intervention needs.
 9. Identify team members to provide the intervention.
 - c. Establish the Plan of Care (POC)
 1. Schedule family team meeting (FTM) within the first two (2) weeks but no later than three (3) weeks of DPSS approval start date.
 2. Prepare the family mission statement and identify strengths.
 3. Prepare the family goals and quantifiable objectives per Wraparound Life Domains (source: <http://www.rtu.pdx.edu/nwi/index.htm> or <http://www.emqff.org/EMQTraining/training/fpi/index.shtml>).
 4. Identify interventions, set a schedule of intervention and set measurement of intervention.
 5. Set Goal Review Schedule.
 6. Include all team members (facilitators, behavioral specialists, parent partners, DPSS social workers and any other needed stakeholders such as therapist, probation officer, etc.).
 7. Include a copy of the POC with all signatures of participants within six (6) weeks of DPSS approval start date.
 - d. Case Management and Placement Support
 1. General Support
 - (i) Maintains focus on the family and supports the team on goals and objectives.
 - (ii) Sets time lines.
 - (iii) Keeps roles clear between team members.
 - (iv) Moves the family toward completion of court involvement.
 - (v) Reviews the progress of goals and objectives.

- (vi) Allows for changes in goals and objectives, as needed, and as approved by DPSS.

2. Client Communication

- (i) Parent Partner will make face-to-face contact with the Parent caregiver at a minimum of one (1) time per week unless otherwise approved by the team.
- (ii) Behavioral Specialist will make face-to-face contact with the Youth at a minimum of one (1) time per week minimum unless otherwise approved by the team.

3. Family Team Meetings (FTM)

- (i) Establish a FTM, initially weekly and at a minimum, one (1) time per month.
- (ii) After every FTM, Contractor must:
 - (a) schedule FTMs with DPSS and Team Members.
 - (b) send minutes for meetings to DPSS and Team Members.
 - (c) document and maintain minutes in the case file
 - (d) prepare agenda for meetings and send to DPSS prior to meeting
 - (e) provide a weekly plan that includes FTM's, therapy sessions, one-on-one's with Parent and Youth Partners and behavioral specialists, to DPSS by Wednesday of each week.

4. Emergency Intervention and Crisis Stabilization

- (i) Respond to family within one (1) hour minimum via telephone or in person.
- (ii) Assess the severity of the situation and perform in the following manner for each situation: critical within two (2) hours, if severe by next day, and non-emergencies within five (5) days.
- (iii) Provide counseling interventions with children/youth and their family members who are in crisis.

5. Coordination with DPSS Staff

- (i) Prepare placement preservation meetings with DPSS detailing active preventive measures whenever placement appears to be in jeopardy.
- (ii) Prepare ongoing quarterly updates on either new POC or updates to the existing POC.

6. Coordination with Parent Partner and Behavioral Specialists

- (i) Prepare placement preservation meetings with Parent and Youth Partners detailing active preventive measures whenever placement appears to be in jeopardy.
- (ii) Coordinate with Parent and Youth Partners in order to prepare ongoing quarterly updates on either new POC or updates to existing plan.

e. Exit-Transitional Services

1. Develop plans for family self-sufficiency and termination of court ordered dependency from DPSS.
2. Sets plan for accessing community assistance during times of crisis, and provide linkage service to community support systems.

5. ADMINISTRATIVE REQUIREMENTS

Contractor shall meet the following administrative requirements for Wraparound services:

- i. Records Management

- a. Maintain individual files for each child/youth and family served under the Wraparound program. These files will contain, but are not limited to the following:
 1. Child/youth's referral from DPSS to the Contractor
 2. Original POC
 3. Initial Assessment
 4. Safety Plan
 5. Transition Plan
 6. All updated/revised POCs and Reviews
 7. Records of services provided to child/youth and their families
 8. Log of flex fund requests and deliverables
 - b. Keep a tracking log of clients who are referred, placed in a wraparound slot, and terminated.
 - c. Maintain all client records in such a manner to ensure client confidentiality and be HIPAA compliant.
- ii. Personnel Administration
- a. Maintain personnel files for each staff member providing services.
 - b. Provide background checks (DOJ) on employees at the contractor's expense.
 - c. Provide training to employees on Wraparound values and service delivery methods from professionals with a minimum of two (2) years experience in Wraparound services.
 - d. Provide a listing of team member positions (see – **Exhibit B** as example). Team Member positions can not go unfilled for more than one (1) quarter.
- iii. Quality Assurance
- a. 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.
 - b. Maintain policy and procedure for reporting suspected incidents of child abuse and neglect and ensure that staff who provide services know how to recognize and report such abuse.
 - c. Offer services in the client's preferred language. When this is not possible, Contractor shall be responsible for appropriate translation services.
- iv. Other Requirements
- a. Become Medi-Cal certifiable within ninety (90) days of contract award.
 - b. Obtain, provide, utilize, and maintain capacity to communicate with DPSS by means of: electronic mail (email), fax, telephone, voice mail and/or phone messaging service.

- c. Communicate with DPSS regarding the status of child/youth and their families and ensure that the Court's POC objectives are integrated into the wraparound plan.
 - d. Notify DPSS by telephone, email and facsimile of any emergency situations within twenty-four (24) hours of occurrence.
 - e. Report all after-hour emergencies to DPSS by the next business day.
 - f. Assign staff to be liaison between Contractor and DPSS.
- v. Evaluation
- a. Have clients and families who receive services as specified by the state and DPSS complete the Department of Mental Health (DMH) WFI 4-Evaluation Summary and Consent/Assent form (**Exhibit C**) to allow DMH to administer state-required client satisfaction surveys.
 - b. Every month gather all WFI 4-Evaluation Summary and Consent/Assent Forms for client and families who agree to participate with the surveys and send them to DMH so that they can provide the outcome evaluation requirements.
 - c. Assist DMH with obtaining client and case information for evaluation purposes.
6. ADDITIONAL SERVICES
- Contractor shall provide additional services:
- i. Respite care for children/youth within the Wraparound program through the options below:
 - a. Specialized homes shall be utilized on a short term basis (1-3 days) for wraparound children/youth
 - b. SAFE house families shall be used as a short term respite program for wraparound children/youth.
 - ii. After-Care
 - a. Provide After-Care services for up to three (3) months with the family being actively contacted by the Wraparound Team to assist in a smooth transition after the family has gained self sufficiency.
 - b. Provide wraparound families with access to the Resource Specialist to assist in ongoing community linkages.
 - c. Provide services through Mental Health that can be continued with the same therapist to insure stabilization of the family and to follow up on safety and completion of treatment goals.
 - iii. Provide Parent Partner Led Support Groups at both the Riverside and Coachella Valley offices every other month. These groups are led by the Parent Partners and support parents with the following topics for discussion:
 - a. Community Resource Linkage
 - 1. Parenting Education
 - 2. Understanding the Court System
 - 3. Problem solving skills
 - 4. Conflict management
 - 5. How to access recreational activities
 - 6. Anger Management skills
 - 7. Communicating with School
 - 8. Vocational Opportunities

- b. Transportation shall be provided to these groups and will include guest speakers from the community as well.
 - iv. Provide wraparound services to Riverside County dependents in adjacent Southern California Counties, such as Orange County, San Bernardino, San Diego and Los Angeles with the approval of Riverside County DPSS management.
7. DATA AND REPORTING REQUIREMENTS
- i. Contractor shall prepare a monthly program status report. An electronic copy of this report shall be submitted to DPSS Contracts Administration Unit at: contractreporting@riversidedpss.org on a monthly basis, and submitted by the 20th of the month following the month when services were rendered (i.e., July report will be due August 20th). An additional copy of the Monthly report shall be provided to the Program Development Liaison, upon request. This report will be a listing of active clients participating in the program, and will include, but is not limited to the following:
 - a. Child/Youth's status (referred, wraparound placement slot or terminated)
 - b. Child/Youth's service phase
 - c. Contractor's staff member assigned to managing the case
 - d. Social worker assigned to the case
 - e. Most recent contact date with the child/youth/family
 - f. Most recent face-to-face meeting date with the participant/family
 - g. Child/youth/family's progress toward their POC goals
 - h. Outcome objectives achieved
 - i. any issues, problems, unusual events, or additional pertinent information on the child/youth/family. These issues may include, but are not limited to, after-hours (5:00pm – 8:00am) problems, abuse allegations, acting out behaviors, runaway situations, and return to group homes
 - ii. Contractor shall prepare a quarterly summary outcome report. An electronic copy of this report should be sent to DPSS Contracts Administration Unit at: contractreporting@riversidedpss.org on a quarterly basis, and submitted by the 20th of the month of each quarter. An additional copy of the Quarterly report shall be provided to the Program Development Liaison, upon request. This report will be a summary of aggregate data and will include but is not limited to the following:
 - a. Youth/family served
 - b. Summary of successes and challenges
 - c. Administrative updates
8. BUDGET/BILLING
- i. Billing begins at the time of the first face-to-face assessment. Contractors will be paid the actual amount of each monthly invoice for payment that is accompanied by a Monthly Client Log which shall include, but is not limited to the following:

- a. Client name
 - b. Last four digits of client SSN
 - c. Referral date
 - d. Name of person who referred client
 - e. Assessment date
 - f. Date place for service
 - g. Date completed service
- ii. Contractors will be paid per youth placed in a wraparound slot per month.
 - iii. Contractors shall bill/invoice Medi-Cal for all claimable expenses prior to billing DPSS.

IV. FISCAL

A. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$2,753,100.

B. UNIT OF SERVICE COST RATE

The Contractor shall be paid for each unit of service, where a unit represents one client (child/family) per month, as follows:

\$2,185 per client per month.

C. MEDI-CAL BILLING

The Contractor shall bill/invoice Medi-Cal for all claimable expenses.

D. ADOPTION ASSISTANCE PROGRAM

The Contractor must identify clients when Adoption Assistance Program (AAP) is being requested within the Monthly Client Log. A maximum of 5 slots may be used for AAP, if slots are not filled with AAP clients, slots may be used for general Wraparound clients.

E. CLIENT FEES

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

F. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

1. The Contractor will be paid the actual amount of each monthly invoice for payment that is accompanied by a Monthly Client Log which shall include, but is not limited to the following: client name, last four digits of client SSN, copy of referral, name of person who referred client, face-to-face meeting date, plan of care (POC) date and discharge/term date. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.

2. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
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. The Contractor shall submit DPSS Forms 2076A and Instructions (**Exhibit A**) if applicable following the instructions set forth on the "Instructions for Form 2076A." Exhibits A and the instructions are attached hereto and incorporated herein by this reference for request of all payments.
5. 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.

G. 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.

H. 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.

6. 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.

I. 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.

J. 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.

K. AVAILABILITY OF FUNDING

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

V. ADMINISTRATIVE

A. 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.

B. 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.

C. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this 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).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
3. 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.

D. 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.

E. INSURANCE

1. 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.

i. 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.

ii. 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.

iii. 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).

2. General Insurance Provisions – All lines:

i. 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.

ii. 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.

- iii. 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 it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- iv. 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.
- v. 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.
- vi. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- vii. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- viii. 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.

F. 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.

G. 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.

H. 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.

I. PERSONNEL

Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement 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.

J. 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.

K. DEBARMENT AND SUSPENSION

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

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- 2. 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
- 3. 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;
- 4. 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
- 5. 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.

L. 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.

M. CONTRACT TRANSITION PERIOD

The Contractor recognizes that the services under this contract are vital to DPSS and must be continued without interruption, and that, upon contract expiration, a successor, either DPSS or another contractor, may continue the services outlined herein. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients to a successor.

1. The Contractor shall, upon written notification from DPSS, negotiate in good faith a transition plan with a successor to determine the nature and extent of the transitioning of services. The transition plan for each service type and shall be subject to DPSS' approval and shall specify:

- i. List of clients that include:
 - a. Current contact information;
 - b. Assigned social worker.
- 2. Discharge summary that includes:
 - i. Services received;
 - ii. Number of hours of services completed;
 - iii. On-going service recommendations;
 - iv. Date for transferring responsibilities.

1. The Contractor shall provide DPSS with copies of client files.

N. CLIENT 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 E** and incorporated herein by this reference. The Contractor will sign and date **Exhibit E** 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.

b. 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:

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

c. 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:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) 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.
- (3) 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.

d. 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.

VI. GENERAL**A. EFFECTIVE PERIOD**

Effective January 1, 2013 to June 30, 2013, the number of caseload will increase from 50 to 105. Contract has (1) one-year renewal options.

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

CONTRACTOR: Olive Crest Treatment Centers
CEO
2130 E. Fourth St Ste 200
Santa Ana, CA 92705

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. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 Number: A

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

From: Olive Crest Treatment Centers, Inc.
Remit to Name
2130 E. Fourth Street, Ste. 200
Address
Santa Ana CA 92705
City State Zip Code
Olive Crest Treatment Centers, Inc.
Contractor Name
CS-01988
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 (\$) _____

_____ # 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)
#

Purchase Order # (10)

Invoice

Account (6)

Amount Authorized

Fund (5)

If amount authorized is different from amount request, please explain:

Dept ID (10)

Program (5)

Program (if applicable) Date

Class (10)

Management Reporting Unit Date

Project/Grant (15)

Contracts Administration Unit Date

Vendor Code (10)

General Accounting Section Date

DPSS 2076A (8/03) CONTRACTOR PAYMENT REQUEST

Exhibit A

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.

**Team Member Positions
Roles and Responsibilities**

Roles	Responsibilities
Facilitator (Vendor)	Guides wraparound process by coordinating and leading FTM's, encouraging everyone's input, and adhering to wraparound values while meeting the goals in the POC.
Behavioral Specialists (Vendor)	Mentors and provides individualized interventions for youth to promote positive change in behavioral, social, and mental health issues.
Parent Partners (Vendor)	Serve as advocates and role models for caretakers with the goal of assisting the caregiver to increase appropriate parenting skills, structure, and positive relationship with children.
Therapist (optional)	Available for individual therapy for the identified wraparound child as well as for group therapy with the entire family.
DPSS Social Workers	Continually assess risk and safety of all children in the home and assists the team with understanding CSD and Court requirements.
Probation Officer (Riverside County)	Informs the team and holds youth accountable for legal issues as well as serves as a resource for support.
Psychiatrist (optional)	Provides medication and monitoring of psychiatric needs, as needed.

An Evaluation of Services and Supports for Children and Their Families
Evaluation Summary for Caregivers

(Name of Agency) is committed to providing high-quality care to the children and families that it serves. We want to know about the level of quality of our services. We also want to know what the children and families in our program think about our services.

As a result, **(Name of Agency)** is currently asking all its clients to help us to learn more about how well we are doing. To do this, we will ask you and your child (if your child is 11 years or older) to do short interviews about the quality of services conducted by Riverside County Department of Mental Health. These interviews will last about 20 minutes and will ask about the kinds of services that your child and family have received, and what you and your child think about those services. We will also ask your **Facilitator** to do similar interviews. We will use the information we collect to help improve the quality of services you and other families receive.

All data will be anonymous. At no time will any information be given to anyone in a way that can be linked back to your family. Your facilitator will not know the information you give about services you receive.

You do not have to participate in these interviews in order to receive services. If you do not want to participate, you can say no and there will be no change in the services you receive or how you are treated. You can also say no when you or your child is called and asked to participate in the interview. However, we hope that you will decide to help us to improve our services by participating.

If you have questions about this program evaluation, you can call (Contact person)

I have read this information and/or have had it read to me:

Signature of Parent/Caregiver/Legal Custodian

Date

Name of Youth (Please print)

An Evaluation of Services and Reports for Children and their Families

Caregiver Acknowledgement of Consent

I have been given a description of this evaluation and had a chance to ask questions about it, and these have been answered to my satisfaction.

I understand what the procedures are and have had the potential risks and benefits explained to me. I also understand that my participation is voluntary, and that I may refuse to participate or withdraw at any time without penalty.

I understand that the findings from this evaluation may eventually be published, and that anything I say will remain confidential to the maximum extent allowable by law. All identifying information will be removed, and only group results will be reported.

I have been told that if I want to ask more questions about the evaluation I may contact **(Name of Contact), (Name of Agency, Contact Title, Phone Number, Full agency address)**. Or, that if I have special questions about my rights as a participant in a research project, that I may contact Suzanna Juarez-Williamson, Mental Health Research Supervisor, (951) 358-4614, or Brandon Jacobs Wraparound Research Analyst (951) 358-6857, 9731 Magnolia Ave., Riverside, CA 92503.

I agree to participate in this evaluation, and I have received a copy of this signed form.

Telephone number(s) where I may be reached:

Home: _____ Other: _____

Address where I may be contacted:

Street: _____

City/State/Zip: _____

Name (Please Print)

Name and Age of Youth

Signature

**I agree that my child may be asked
to participate in this evaluation**

An Evaluation of Services and Supports for Children and their Families

Evaluation Summary and Assent for Youth

(Agency Name) wants to know how good its services for young people are. We also want to know what the children and families in our program think about our services.

To find out your opinions about the services you have been receiving, we would like to do a short interview on the telephone. This is a chance for you and other youths like you to let people know what you think about services and what things you would like to see changed.

All of the things you tell us in the interview will be kept completely confidential. We will not tell anyone what you said. We will only report what all the youth we talked to said as a group.

To do this evaluation, a person will call you and ask you questions related to the services you receive. For example, they will ask if you are involved in deciding what services are most helpful for you. Another question will ask you if the team helps you to get involved in activities that you like or do well. This telephone interview will take about 15 minutes.

If you agree to participate, you need to understand the following:

1. I may stop at any time, and it will not affect any of the services I am presently receiving.
2. Anything I say will be kept confidential. No one other than the people doing the evaluation will know how I answered the questions.
3. The information I provide will help improve services for other youth, like myself.

If you still agree to participate, please sign below:

Youth's Signature

Date

Youth Name [Please print]

HIPAA Business Associate Addendum to the Agreement
Between the County of Riverside
and
Oak Grove Center for Education Treatment & the Arts
dba Oak Grove Institute Foundation, Inc.

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the Agreement for Services (the "Underlying Agreement") between the COUNTY OF RIVERSIDE ("County") and Oak Grove Center for Education Treatment & the Arts ("Contractor") as of the date of approval by both parties January 1, 2011.

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") and/or certain electronic Protected Health Information (ePHI) 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") and/or Part 162 (the "Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and /or ePHI 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 and/or ePHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security 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 meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI

A. Contractor shall be permitted to use PHI and/or ePHI 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 and/or Security Rule;

- (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 and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) Disclose the PHI and/or ePHI 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. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
 - (a) The disclosure is required by law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
 - (i) Hold such PHI and/or ePHI 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 instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) Aggregate the PHI and/or ePHI 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 and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.

- (5) De-identify any and all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
 - C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI 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.
 - D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.
3. 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 of PHI and/or ePHI 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 and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - C. County agrees to 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 and/or ePHI.
 - D. County shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.

4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by County to Contractor, Contractor agrees to:
 - A. Use or disclose PHI and/or ePHI 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 and/or ePHI 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 and/or ePHI by Contractor in violation of this Addendum.
 - D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which Contractor becomes aware.
 - E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI 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 and/or ePHI 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.

5. Access to PHI, 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.
6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor needs to create or have access to County ePHI, Contractor agrees to:
- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, County ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of the County.
 - B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriated safeguards.
 - C. Report to County any security incident of which Contractor becomes aware that concerns County ePHI.

7. 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 and/or ePHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.
- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI and/or ePHI 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 of PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

8. 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 of 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 Contractor, its officers, agents, employees, subcontractors, agents or representatives from 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 to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. 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 of 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.

9. 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.

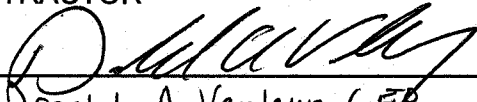
- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security 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.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as set forth below:

CONTRACTOR

COUNTY OF RIVERSIDE

By:


Donald A. Verleur, CEO
Olive Crest

By: _____

Date: _____

2-7-13

Date: _____

**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 E

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