

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

104



**FROM:** Department of Public Social Services

**SUBMITTAL DATE:**  
March 4, 2014

**SUBJECT:** Approve the Agreement with Lilies of the Field Shelter Care Home for Emergency Shelter Care for Elderly and Dependent Adults for DPSS via the Competitive Bidding Process, with Only One Responsive/Responsible Bid Received {Districts-All} {Federal 43.09%, State 1.42%, County 9.88%, Realignment 45.61%} [ \$232,313.73 ]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board of Supervisors to execute the professional service Agreement #AS-02795 with Lilies of the Field Shelter Care Homes, LLC for \$13,916.49 for the period April 22, 2014 through June 30, 2014, which contains the option to renew the agreement for three (3) additional one (1) year periods, not to exceed \$72,799.08 annually;
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the Agreement; 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 von Zabern*

Susan von Zabern  
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 13,916.49	\$ 72,799.08	\$ 232,313.73	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 1,374.95	\$ 7,192.55	\$ 22,952.60	\$ 0	
<b>SOURCE OF FUNDS:</b> Federal Funding: 43.09% State Funding: 1.42%; County Funding: 9.88%; Realignment Funding: 45.61%; Other Funding: 0%				Budget Adjustment: No	
				For Fiscal Year: 13-14	

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione 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: April 22, 2014  
xc: DPSS, Purchasing

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

Prev. Agn. Ref.:

District: All

Agenda Number:

**3-62**

FORM APPROVED COUNTY COUNSEL  
BY: *Heather 3-24-14* Purchasing: *M. Seller*  
ELEN M. BOEVA  
Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

**FORM 11:** Approve the Agreement with Lilies of the Field Shelter Care Home for Emergency Shelter Care for Elderly and Dependent Adults for DPSS via the Competitive Bidding Process, With Only One Responsive/Responsible Bid Received

**DATE:** March 4, 2014

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary**

Per Welfare and Institutions Code 15763 (e), each county, to the extent resources are available, shall provide emergency shelter in the form of a safe haven or in-home protection for victims of elder or dependent adult abuse. Adult Protective Services generally places elders or dependent adults in emergency shelter for a period of up to thirty (30) days until the situation which brought them to the Department's attention can be resolved and/or a longer term living arrangement can be made.

Service	Projected Annual Units	Cost Unit of Service Per Diem	Annual Extended Cost	FY 13/14 Estimated Units of Service	FY 13/14 Prorated Extended Cost
Non-occupied Bed Rate	276	\$83.33	\$22,999.08	53	\$4,416.49
Occupied Bed Rate	498	\$100.00	49,800.00	95	9,500.00
<b>TOTAL</b>			<b>\$72,799.08</b>		<b>\$13,916.49</b>

**Impact on Residents and Businesses**

DPSS is responsible to protect elderly and dependent adults and needs to have a facility to house these vulnerable adults in emergency situations. The award of this Agreement will provide emergency services to Riverside County residents in harmful situations.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The funding for this Agreement is 100% State, Federal, County and Realignment funds and was budgeted through the normal County budget process.

**Contract History and Price Reasonableness**

Purchasing released a Request for Quote (RFQ) DPARC-322 on October 16, 2013, published the solicitation to 172 companies, and advertised on the County's Internet and PublicPurchase.com. The bid closed on November 13, 2013. One (1) response was received to serve West County. Most Vendors who didn't respond stated they do not supply this type of service. DPSS intends to go back out to bid to seek an additional Vendor for these services in the East County.

The quote from Lilies of the Field Shelter Care Homes, LLC was reviewed by Riverside County Purchasing and deemed to be responsive and responsible to serve West County. A site visit was made to the facility on December 23, 2013 and an unannounced site visit was conducted on January 13, 2014.

Market research shows the range of cost equivalent to the occupied bed rate was \$83.00 to \$150.00 per diem for services comparable to those requested in the bid. This Vendor's cost is \$100.00 per diem for the occupied bed rate, which falls within the cost range, below the market research mean rate of \$116.50 per diem.

Purchasing and Fleet Services recommends that the award be given to Lilies of the Field Shelter Care Home as a responsive/responsible vendor for the FY 13/14 Agreement amount not to exceed \$13,916.49, with an annual Maximum Reimbursable Amount not to exceed \$72,799.08.

Date: February 11, 2014  
From: Susan von Zabern, Director of the Department of Public Social Services  
To: Board of Supervisors/Purchasing Agent  
Via: Purchasing Agent  
Subject: Request for approval to award via the Competitive Bidding Process with Only One Responsive/Responsible Bid Received for Emergency Shelter Care for Elderly and Dependent Adults

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

1. **Supply/Service being requested:** Emergency Shelter Care for Elderly and Dependent Adults
2. **Supplier being requested:** Lilies of the Field Senior Care Homes, LLC
3. **Alternative suppliers that can or might be able to provide supply/service:** No other Vendors responded to the RFQ #DPARC-322. DPSS intends to go back out to bid to seek an additional Vendor for these services in the East County.
4. **Extent of market search conducted:** A Request for Quote (RFQ) #DPARC-322 was released on October 16, 2013. It was published to 172 companies, and advertised on the County's website and PublicPurchase.com. The bid closed on November 13, 2013 with only one (1) bid received. Contact with most Vendors not responding was they do not supply this type of service.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** This vendor can service the West County region only.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** The Department of Public Social Services (DPSS) is responsible to protect elderly and dependent adults and needs to have a facility to house these vulnerable adults in emergency situations.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** Nine (9) facilities were contacted for market research, three (3) Board and Care type facilities responded with costs. The range of cost equivalent to the occupied bed rate was \$83.00 to \$150.00 per diem for services comparable to those requested in the bid. This Vendor is \$100.00 per diem for the occupied bed rate, which falls within the cost range below the market research mean rate of \$116.50 per diem.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** No additional obligations.

9. **Period of Performance:** April 22, 2014 through June 30, 2014, with three (3) additional one (1) year options to renew through June 30, 2017.

Susan von Zabern 3/6/14  
Department Head Signature Date

Purchasing Department Comments:

Approve                      Approve with Condition/s                      Disapprove  
Not to exceed: **\$72,799.08**      One time       Annual Amount through 6/30/17  
M. Di                      3-31-14                      14-435  
Purchasing Agent                      Date                      Approval Number  
(Reference on Purchasing Documents)

FORM APPROVED COUNTY COUNSEL  
BY: Elena M. Boeva 3-24-14  
ELENA M. BOEVA                      DATE

Original 10/14  
Version 3/20/14

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

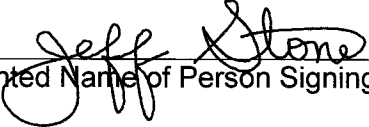
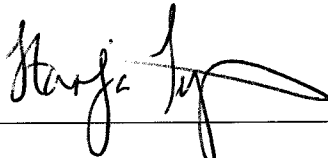
**AGREEMENT:** AS-02795  
**CONTRACTOR:** Lilies of the Field Senior Care Homes LLC  
**CONTRACT TERM:** April 22, 2014 – June 30, 2014  
**MAXIMUM REIMBURSABLE AMOUNT:** \$13,916.49

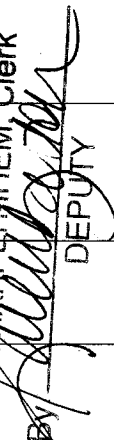
WHEREAS, the County of Riverside, Department of Public Social Services, (hereinafter referred to as the "County and or "DPSS") desires to provide Emergency Shelter Care for Elderly and Dependent Adults;

WHEREAS, Lilies of the Field Senior Care Homes LLC (hereinafter referred to as the "Contractor") is qualified to provide Emergency Shelter Care for Elderly and Dependent Adults;

WHEREAS, DPSS desires Lilies of the field Senior Care Homes LLC, 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 and exhibits attached hereto and incorporated herein (hereinafter referred to as an "Agreement").

Authorized Signature for County: 	Authorized Signature for: Lilies of the Field Senior Care Homes LLC
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: L'tanya Lyles
Title: Chair, Board of Supervisors	Title: CEO 
Address: 10281 Kidd St. Riverside, CA 92503	Address: 24870 Sun Stream Circle Moreno Valley, CA 92557
Date Signed: APR 22 2014	Date Signed: 3/23/14

ATTEST:  
KECIA HARPER, IHEM, Clerk  
BY  DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY:  3-24-14  
ELENA M. BOEVA DATE

APR 22 2014 3602

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**List of Exhibits**

- Exhibit A – DPSS 2173 Emergency Shelter Care Admission Agreement (3 pages)
- Exhibit B – LIC 603 Preplacement Appraisal Information (2 pages)
- Exhibit C – LIC 621 Client/Resident Personal Property and Valuables (2 pages)
- Exhibit D – LIC 622 Centrally Stored Medication and Destruction Record (2 pages)
- Exhibit E – LIC 627C Consent for Emergency Medical Treatment (1 page)
- Exhibit F – LIC 624 Unusual Incident/Injury report (2 pages)
- Exhibit G – Needs and Services Plan (1 page)
- Exhibit H – USDA Nutritional Guidelines (1 page)
- Exhibit I – Shelter Care Billing Report (2 pages)
- Exhibit J – DPSS 2076A & Instructions (2 pages)
- Exhibit K – Vendor Assurance of Compliance (1 page)
- Exhibit L – Health Insurance Portability and Accountability Act –  
Business Associate Agreement (HIPAA) (12 pages)
- Exhibit M – Medi-Cal Privacy and Security Agreement (PII) (10 pages)

## CONTRACT TERMS AND CONDITIONS

### I. DEFINITIONS

- A. "APS" refers to DPSS' Adult Protective Services Division.
- B. "ARF" refers to an Adult Residential Facility, as licensed by CCL.
- C. "CCL" refers to the State of California Community Care Licensing agency which regulates these types of facilities.
- D. "Client" refers to an elderly or dependent adult who has been authorized by DPSS to obtain services.
- E. "Contractor" refers to Lilies of the Field Senior Care Homes LLC and its employees, agents and representatives providing services under this Agreement.
- F. "County" refers to the County of Riverside and its Department of Public Social Services, or DPSS. For the purposes of this agreement, Department of Public Social Services, or DPSS and County are used interchangeably.
- G. "Current tests" refers to acceptable results as determined by CCL.
- H. "Dependent Adult" is defined by CCL as an individual who is eighteen (18) years of and through fifty-nine (59) years of age, who has physical or mental limitations that restrict his or her ability to carry out normal activities to protect his or her rights, including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.
- I. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- J. "Elder" or "Elderly" refers to and is defined by CCL as an individual who is sixty (60) years of age or older, who cannot remain in their own home or other independent living arrangement.
- K. "Emergency Medical Condition" refers to a medical condition manifesting to itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in (1) placing the health of the individual in serious jeopardy, (2) serious impairment to bodily functions, or (3) serious dysfunction of any bodily organ or part.
- L. "Emergency Placement Waiver" refers to and is defined by CCL as a nontransferable written authorization issued by the licensing agency (CCL).
- M. "Exceptions" refers to a variance to a specific regulation based on the unique needs or circumstances of a specific resident. Requests for exceptions are made to the licensing agency by an applicant or licensee. They may be granted for a particular facility or resident, but cannot be transferred applied to other individuals.



- N. "Facility" refers to the location of the Contractor's building which houses Clients.
- O. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- P. "Incident" refers to any event to include, but not limited to, the following:
1. Unauthorized Absence
  2. Aggressive Act/Self
  3. Aggressive Act/Another Client
  4. Aggressive Act/Staff
  5. Aggressive Act/Family, Visitors
  6. Alleged Violation of Rights
  7. Alleged Client Abuse
    - a. Sexual
    - b. Physical
    - c. Psychological
    - d. Financial
    - e. Neglect
    - f. Rape
    - g. Pregnancy
    - h. Suicide Attempt
    - i. Other
  8. Injury-Accident
  9. Injury-Unknown Origin
  10. Injury-From Another Client
  11. Injury-From Behavior Episode
  12. Epidemic Outbreak
  13. Hospitalization
  14. Medical Emergency
  15. Other Sexual Incident
  16. Theft
  17. Fire
  18. Property Damage
- Q. "Non-Ambulatory Bed" refers to a hospital bed complete with side rails, and are electrically adjustable for head, feet and height options.
- R. "Nutritious meals" refers to foods, including meals and snacks, as determined by the United States Department of Agriculture (USDA).
- S. "RCFE" refers to Residential Care Facility for the Elderly, as licensed by CCL.
- T. "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 agreement.
- U. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

## II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Provide a signed DPSS 2173 Emergency Shelter Care Admission Agreement (**Exhibit A**) to the Contractor to request services. **Exhibit A** is attached hereto and incorporated herein by this reference.
- D. Provide a signed Service Extension Agreement portion of the DPSS 2173 to the Contractor to extend services when the Contractor has indicated that, or when DPSS has determined that, an extension is necessary and DPSS has approved that the client meets DPSS extension criteria.

## III. CONTRACTOR RESPONSIBILITIES

### A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between the Contractor and DPSS.

- 2. Geographic Service Area

The Contractor shall:

- a. Accept Client referrals from all areas of the County.
- b. Have their care facility located within Riverside County.

- 3. Target Population

The Contractor shall accept anyone who is an elder or dependent adult that has a new or existing APS case involving exceptions, immediate life threats, or an imminent danger situation.

- 4. Administrative Requirements

The Contractor shall:

- a. Complete the LIC 603, **Exhibit B**, attached hereto and incorporated herein by this reference.
- b. Provide 24-hour emergency shelter board and care services in a protective environment, on an as needed basis.
- c. Meet all policies and regulatory admission requirements set by the State of California Community Care Licensing (CCL) Agency.

- d. Obtain and maintain a current CCL Emergency Placement Waiver allowing the Facility to have a revised plan of operation on file with CCL that obligates the Contractor to obtain a current new or exit physical exam and Tuberculosis (TB) test for each client by the 7<sup>th</sup> day of their stay.
- e. Provide a private room for a new Client until the Contractor is able to obtain the current TB test (Title 22, section H). The Client shall not be placed with another resident during this period.
- f. Not displace a current resident to accommodate placing a DPSS Client under this Agreement.
- g. Reserve one bed, until occupied by a DPSS client. If the reserved bed is not occupied, DPSS will pay the non-occupied bed rate. If DPSS refers a client, then DPSS will pay the occupied bed rate. Both rates shall be based on Fiscal Section III.C.2. **Contractor shall not bill for non-occupied beds other than the one reserved bed.** If there are other beds available for approved clients after the reserved bed is taken, and DPSS refers a client, then DPSS will pay the occupied bed rate.
- h. Operate continuously through the term of this Agreement with the personnel, services, facilities, equipment, and supplies as are necessary to perform services to CCL standards.
- i. Retain qualified staff members, as determined by CCL, who are able to perform services for Clients, in accordance with all applicable statutes and regulations.
- j. Maintain a client file containing all necessary information associated with each Client, including but not limited to, the following completed forms:

Mandatory Forms – Upon Intake/Admission:

- i. DPSS 2173-Emergency Shelter Care Admission Agreement (**Exhibit A**)
- ii. LIC 603-Preplacement Appraisal Information (**Exhibit B**)
- iii. LIC 621-Client/Resident Personal Property and Valuables (**Exhibit C**)
- iv. LIC 622-Centrally Stored Medication and Destruction Record (**Exhibit D**)
- v. LIC 627C-Consent for Emergency Medical Treatment (**Exhibit E**)

Mandatory Forms – As Needed Upon an Incident:

- vi. LIC 624-Unusual Incident/Injury Report (**Exhibit F**)

**Exhibits C, D, E, and F** are attached hereto and incorporated herein by this reference.

- k. Take steps to get all emergency medical conditions/situations under control, call 911 if Contractor deems necessary, then notify DPSS by phone within twenty-four (24) hours.
- l. Document the emergency call and the DPSS call in the case notes of the Client file.

- m. Obtain DPSS social worker or supervisor approval by email prior to contacting Client's family or any other persons/agencies regarding Client needs, if not directly connected to the social worker's service plan.
  - n. Notify the DPSS social worker or supervisor by phone or email within twenty-four (24) hours of any and all changes in the Client's health, behavior, or observable change in appearance, or hospitalization of Client.
  - o. Document changes and DPSS notification in the Client file.
5. Intake/Admission

The Contractor shall:

- a. Provide confirmation/verification to DPSS staff regarding the remaining availability of non-occupied bed(s) for the CCL category of the potential DPSS Client.
- b. Provide bed(s) confirmation/verification to anyone acting on DPSS' behalf, such as a public safety agency or other contractor searching for placement for the DPSS Client.
- c. Receive the DPSS client with the DPSS 2173 directly from DPSS or other Government agency, such as but not limited to, any public safety agency.
- d. Verify DPSS approval (DPSS 2173 or verbal) from a DPSS supervisor or manager for the designated placement in an RCFE or ARF. If verbal is approval, verify receipt of the DPSS 2173 within three (3) days.
- e. Complete the Contractor section of the Emergency Shelter Care Admission Agreement (DPSS 2173) with all required authorization/signatures and submit to DPSS Administration within three (3) calendar days of client placement.
- f. Complete an assessment, upon Client arrival, while the social worker is still at the facility. The assessment shall use CCL forms Preplacement Appraisal Information (LIC 603) (**Exhibit B**) and Centrally Stored Medication and Destruction (LIC 622) (**Exhibit C**) to determine if the Client meets criteria for Emergency Shelter Care for Elderly and Dependent Adults placement under one of two types of licenses: RCFE or ARF.
- g. Complete a Needs and Services Plan, **Exhibit G**, in conjunction with the referring agency, prior to Client admission, to enable Client safety in preparation for transition to permanent housing. **Exhibit G** is attached hereto and incorporated herein by this reference. The Contractor shall use client information from the DPSS 2173, LIC 603, LIC 622, and LIC 627C, (**Exhibits A, B, D, and E**) to develop the Needs and Services Plan. The Needs and Services Plans shall be kept with Client records.

- h. Allow DPSS social workers to accompany Clients upon their admittance into the shelter care facility and allow the DPSS social worker to remain with the Client until he/she is familiar with his/her new surroundings and/or the Contractor's staff.

6. Occupancy/non-Occupancy

The Contractor shall:

- a. Occupancy stay of Clients shall not exceed 30 days.
- b. To petition an emergency shelter care extension to the 30-day limit, the Contractor shall request a service extension from the DPSS social services supervisor/manager, via email, phone, or fax, a minimum of five (5) calendar days prior to the expiration of the approved 30-day occupancy period.
- c. Contact DPSS staff if they have not received written extension approval within three (3) calendar days of initial contact with DPSS social services supervisor/manager.
- d. Receive the written DPSS approval prior to the extension taking effect. No payment by DPSS will be made on behalf of a DPSS client beyond the 30-day period without written extension approval.
- e. Upon approval, two (2) copies of the extension portion of the DPSS 2173 will be forwarded to the Contractor. The Contractor must give one (1) copy to the Client and retain one (1) copy in the Client case file/record.

7. Client and Basic Services

The Contractor shall provide the following basic client services, during occupancy:

- a. Lodging (Non-ambulatory beds)
- b. Three nutritious meals, as per the USDA guidelines, **Exhibit H**, attached hereto and incorporated herein by this reference, daily (unless a special diet is prescribed by a physician), to include, but not be limited to:
  - i. Three (3) or more servings of low or nonfat dairy products
  - ii. Two (2) or more servings of protein-rich foods
  - iii. Three (3) or more servings of vegetables
  - iv. Two (2) or more servings of fruit
  - v. Six (6) or more servings of whole, enriched and fortified grains and cereals
- c. Laundry service.
- d. Cleaning of the Client's room, including making sure hazardous materials are away from Client.
- e. Maintaining a comfortable and suitable bed, and changing linen weekly or more often, as required, based on the Client's condition and CCL requirements.

- f. Transportation to and from medical and dental appointments and shelter destinations, within Riverside County. Any destination outside of Riverside County must be approved by DPSS social service supervisor/manager.
- g. Accompaniment/supervision of Clients on Medical and Dental Office visits.
- h. Adherence to all medical and nutritional directions provided by a physician.
- i. A planned activity program including the arrangement of utilization of available community resources, i.e. fitness and social activities, as Clients are able.
- j. Continuous observation, care, and supervision as required per the medical evaluation or the DPSS-provided functioning level of the Client.
- k. Daily, or more frequent, assistance with hygiene and personal needs including, but not limited to, bowel and bladder care.

**B. REPORTING**

- 1. Contractor shall submit the Shelter Care Billing Report, **Exhibit I**, once a month by the 20<sup>th</sup> of the month following the service month. **Exhibit I** is attached hereto and incorporated herein by this reference.

- 2. This report shall be submitted:

- a. Via fax to:
  - i. (951) 358—3900 **and**
  - ii. (951) 358-6575,

**OR**

- b. Electronically to DPSS Contract Administration Unit at:
  - i. contractreporting@riversidedpss.org **and**
  - ii. cc: the DPSS liaison.

- 3. The report shall include, but is not limited to:

- a. Client Name
- b. Client Social Security Number
- c. Confirmation of the DPSS Supervisor Signature on the DPSS 2173
- d. Social Worker Name
- e. Client Start Date
- f. Client End Date
- g. Number of Days Served
- h. Daily Rate
- i. Total Amount Billed.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$13,916.49 for FY 13/14. The total payment for Fiscal Years 14/15, 15/16, and 16/17, shall not exceed \$72,799.08 annually.

2. UNIT OF SERVICE COST RATE

The following unit costs for service will apply for the term of this Agreement:

Occupied rate per bed/per diem	\$100.00
Non-Occupied rate per bed/per diem	\$ 83.33

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.
- b. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
- c. 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.
- d. The Contractor shall submit DPSS Forms 2076A, 2076B (if applicable) (**Exhibit J**), following the instructions set forth. **Exhibit J** is attached hereto and incorporated herein by this reference for request of all payments.
- e. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

4. FINANCIAL RESOURCES

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

5. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

6. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not



use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

7. DISALLOWANCE

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

8. CLIENT FEES

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

9. CLIENT SHARE of COST

- a. The Contractor shall not charge any Client under this Agreement unless it has been determined by DPSS that the Client has a share of cost liability.
- b. In those cases where the Client owes a share of cost, the Contractor shall be responsible for collecting the share of cost from the Client.

D. ADMINISTRATIVE

1. CONFLICT OF INTEREST

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

2. CONFIDENTIALITY

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

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

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Contractor before commencing the provision

of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

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

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

### 3. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of 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 Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or 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 this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims.

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

#### 4. INSURANCE

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. With respect to the insurance section only, the COUNTY herein refers to 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.

(1) Worker's Compensation:

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

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the COUNTY as additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as additional Insured.

**(4) PROFESSIONAL LIABILITY**

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

**b. General Insurance Provisions – All lines:**

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. 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 Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the

County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- (7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## 5. LICENSES AND PERMITS

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

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

## 6. INDEPENDENT CONTRACTOR

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

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

## 7. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

## 8. PERSONNEL

a. 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.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that 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, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

b. Background Checks

Conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under this Agreement. Prior to these individuals providing services to clients, the Contractor shall have received a criminal records

clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.

- c. Required Licenses or Certifications
- d. Required Level of Education
- e. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1.) Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2.) Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3.) Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

## 9. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any subContractor who:
  - i. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
  - ii. has within a 3-year period preceding this Agreement 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 Agreement 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 Agreement insofar as they are applicable to the work of subcontractors.

- d. Nothing contained in this Agreement 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.
- e. All subcontractors shall be subject to the requirements of Section III.D.8 PERSONNEL.

#### 10. DEBARMENT AND SUSPENSION

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

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

#### 11. COMPLIANCE WITH RULES, REGULATIONS 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.

#### 12. EMPLOYMENT PRACTICES

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



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

### 13. EQUAL EMPLOYMENT OPPORTUNITY

By signing this Agreement or accepting funds under this Agreement, the Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled " Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

### 14. FAIR LABOR STANDARDS ACT

- a. The hourly rate may be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with:
  - (1.)An increased or decreased wage determination applied to this Agreement by operation of law;
  - (2.)An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;
  - (3.)Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit;
- b. The Contractor shall notify the DPSS Contracts Administration unit of any:
  - (1.)Increase claimed under this clause within thirty (30) days after the effective date of the wage change, unless the period is extended by the DPSS Contracts Administration unit in writing; and/or
  - (2.)Decrease under this clause, but nothing in the clause shall preclude DPSS from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting date that the DPSS Contracts Administration Unit may reasonably require. Upon agreement of the parties, the Agreement hourly rate shall be modified in writing. The Contractor shall continue performance pending agreement on determination of any such adjustment and its effective date.

### 15. 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 K** and incorporated herein by this reference. The Contractor will sign and date **Exhibit K** and return it to DPSS along with the executed Agreement. 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.cahw.net.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.

16. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a Client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing.

17. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

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

The County and Contractor acknowledge that HIPAA mandates them to comply as business associates in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth from the County of Riverside Board of Supervisors Policy No. B-23 and the HIPAA Business Associated Agreement with County of Riverside DPSS as attached hereto as **Exhibit L**.

All social service privacy complaints should be referred to:

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

18. MEDI-CAL PERSONALLY IDENTIFIABLE INFORMATION (Medi-Cal PII)

"Medi-Cal PII" refers to Medi-Cal Personally Identifiable Information which is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting In Home Supportive Services (IHSS) operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

The Contractor may use or disclose Medi-Cal Personally Identifiable Information (PII) only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of the County. The Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

The Contractor agrees to the same privacy and security safeguards as are contained in the Medi-Cal Data Privacy and Security Agreement, attached hereto and incorporated by this reference as **Exhibit M**.

When applicable, the Contractor shall incorporate the relevant provisions of **Exhibit M** into each subcontract or sub-award to subcontractors.

#### 19. CHILD ABUSE REPORTING

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

#### 20. ADULT AND ELDER ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq.

Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

#### 21. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriate funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

## 22. LOBBYING

The Contractor agrees that it will not expend any Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions:

- a. The awarding of any Federal contract;
- b. The making of any Federal Grant;
- c. The making of any Federal loan;
- d. The entering into of any cooperative contract; and
- e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract covered by 31 U.S.C. 1352.

## 23. TRANSITION PERIOD

Upon expiration or termination of this Agreement for any reason, during the transition close-out period, the Contractor agrees to:

- a. Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise; and
- b. Assist DPSS in the orderly transition and transfer of all collaborations and committees to DOSS and the subsequent Contractor(s); and
- c. Provide, in a timely manner, all file and information deemed necessary by DPSS for use in subsequent contracting activities without additional cost to DPSS or the new Contractor(s); and
- d. Cooperate with DPSS during a transition close-out period to ensure orderly and seamless delivery of services to residents of Riverside County.

## IV. GENERAL

### A. EFFECTIVE PERIOD

This Agreement is effective April 22, 2014 to June 30, 2014, with three (3) one-year renewal options to renew.

### B. NOTICES

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

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

CONTRACTOR: Lilies of the Field Senior Care Homes LLC  
CEO  
24870 Sun Stream Circle  
Moreno Valley, CA 92557

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

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

C. AVAILABILITY OF FUNDING

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

D. DISPUTES

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

E. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the Federal, State, or Local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

F. SANCTIONS

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

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.

#### G. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

#### H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, 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.

#### I. 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.

#### J. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement 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  
**EMERGENCY SHELTER CARE ADMISSION AGREEMENT**

NAME OF FACILITY: *		TELEPHONE:
FACILITY ADDRESS:		
NAME OF CLIENT:	CLIENT SSN:	CLIENT DOB:

**This is a residential care, non-medical facility licensed by the  
 State Department of Social Services.  
 THIS FACILITY IS NOT LICENSED TO PROVIDE MEDICAL OR NURSING CARE.**

- BASIC SERVICES** - The facility shall provide the basic service listed on the attached page and lodging.
- SHELTER RATE** - Payment for shelter bed and basic services shall be at the DPSS contract rate.  
 NOTE: Any services provided that are not defined within the scope of the Riverside County DPSS Shelter Contract shall be at the cost of the client and/or the facility.
- SERVICE AUTHORIZATION** - Riverside County DPSS shall assume payment responsibility for the emergency shelter placement effective \_\_\_\_\_ through \_\_\_\_\_.  
 (NOT to exceed 30 days).
- SERVICE TERMINATION** - The client or his/her responsible representative shall assume payment responsibility for the emergency shelter placement effective \_\_\_\_\_.  
 The client's source of payment is (please choose one):  Private pay  SSI/SSP benefits

By signing below, you (the client or responsible/authorized representative) understand and agree that:

- placement in this emergency shelter care facility is temporary;
- your stay may not exceed the time approved by DPSS;
- if you stay longer than the period approved by DPSS, you (the client or responsible/authorized representative) are responsible for any additional charges;
- you (the client or responsible/authorized representative) shall contact the County Social Service Worker if the terms for the payment responsibility stated above need to be amended;
- you (the client or responsible/authorized representative) agree to take steps to provide a permanent living arrangement for yourself in the shortest time possible.

▶ \_\_\_\_\_ CLIENT SIGNATURE\* \_\_\_\_\_ DATE

\*Responsible/Authorized Representative shall sign his/her own name on behalf of the client.

**CLIENT DISCHARGE AGREEMENT**

I have been informed that my discharge date is: \_\_\_\_\_ I agree to take full financial responsibility if I choose to remain at this facility after my discharge date.

▶ \_\_\_\_\_ CLIENT SIGNATURE\* \_\_\_\_\_ DATE

\*Responsible/Authorized Representative shall sign his/her own name on behalf of the client.



County of Riverside Department of Public Social Services  
**EMERGENCY SHELTER CARE ADMISSION AGREEMENT**

NAME OF CLIENT:	CLIENT SSN:
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By signing below, this Emergency Shelter Administrator understands and agrees that:

- DPSS payment of client services shall not exceed 30 days, unless otherwise authorized by a DPSS Social Services Supervisor and Manager (using the required Service Extension Agreement portion of this form);
- the facility and/or client (or responsible party) are responsible for any unauthorized service or period of stay that exceed the time approved by DPSS.

▶ _____ ADMINISTRATOR/LICENSEE SIGNATURE	_____ DATE
▶ _____ DPSS SOCIAL WORKER SIGNATURE	_____ SOCIAL WORKER TELEPHONE
▶ _____ DPSS SOCIAL SERVICES SUPERVISOR SIGNATURE	_____ SUPERVISOR TELEPHONE
	_____ DATE

**SERVICE EXTENSION AGREEMENT**

Exceptional circumstances have warranted placement beyond 30 days. The above client has been approved for \_\_\_\_\_ additional days by DPSS. The new discharge date is: \_\_\_\_\_.

▶ _____ DPSS SOCIAL WORKER SIGNATURE	_____ SOCIAL WORKER TELEPHONE	_____ DATE
▶ _____ DPSS SUPERVISOR/MANAGER SIGNATURE	_____ SUPERVISOR TELEPHONE	_____ DATE

Note: Service extension beyond 15 days requires Manager approval: \_\_\_\_\_  
INITIAL

**REVISED CLIENT DISCHARGE AGREEMENT**

I have been informed that my discharge date is \_\_\_\_\_. I agree to take full financial responsibility if I choose to remain at this facility after my discharge date.

▶ _____ CLIENT SIGNATURE*	_____ DATE
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\*Responsible/Authorized Representative shall sign his/her own name on behalf of the client.

County of Riverside Department of Public Social Services  
**EMERGENCY SHELTER CARE ADMISSION AGREEMENT**

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**DEFINITIONS:****BASIC GENERAL SERVICES**

- (a) Lodging
- (b) Food services:
  1. Three nutritious meals daily and between meals nourishment or snack
  2. Special diets if prescribed by a doctor.
- (c) Laundry service
- (d) Cleaning of the client's room
- (e) Comfortable and suitable bed including fresh linen weekly or more often if needed.
- (f) Plan, arrange and/or provide for transportation to medical and dental appointments
- (g) A planned activity program including arrangement for utilization of available community resources
- (h) Notification to family and other appropriate person/agency of client's needs.

**BASIC PERSONAL SERVICES**

- (a) Continuous observation, care and supervision, as required.
- (b) Assistance with bathing and personal needs, as required.
- (c) Assistance with meeting necessary medical and dental needs.
- (d) Assistance, as needed, with taking prescribed medications in accordance with physician's instructions unless prohibited by law or regulation.
- (e) Bedside care for minor temporary illnesses.
- (f) Maintenance or supervision of client cash resources or property if necessary.

**EXCEPTIONAL CIRCUMSTANCES** (may include but not limited to):

- (a) Client is still at risk if he/she leaves the facility or
- (b) Permanent placement has been arranged but move-in date does not coincide with discharge date and
- (c) Extension not to exceed fifteen (15) days past original discharge date.

**NOTE:** Unless an extension is granted through the use of Emergency Shelter Care Admission Agreement (DPSS 2173) payment of additional days of service shall be collected from the client or authorized representative.

**Payment Options:**

**Option A.** The monthly rate for basic services will be paid by the Riverside County Department of Public Social Services (DPSS) in accordance with the terms of a contract between DPSS and this facility.

**Option B.** Per Diem payments for Basic Services are paid in arrears by DPSS. Unless otherwise contracted, the per diem rate shall be the current Social Security Supplemental payment rate for Board and Care.

The basic rate as stated above does not include any additional charges for any optional services provided by the facility. You have no obligation to purchase any of these services. **However, if you purchase optional services, you are responsible for the additional charges, as these items are not included in the contract between DPSS and this facility.**

**PREPLACEMENT APPRAISAL INFORMATION**  
**Admission - Residential Care Facilities**

**NOTE:** This information may be obtained from the applicant, or his/her authorized representative. (Relatives, social agency, hospital or physician may assist the applicant in completing this form.) This form is not a substitute for the Physician's Report (LIC 602).

APPLICANT'S NAME	AGE
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**HEALTH** (Describe overall health condition including any dietary limitations)

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**PHYSICAL DISABILITIES** (Describe any physical limitations including vision, hearing or speech)

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**MENTAL CONDITION** (Specify extent of any symptoms of confusion, forgetfulness; participation in social activities (i.e., active or withdrawn))

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**HEALTH HISTORY** (List currently prescribed medications and major illnesses, surgery, accidents; specify whether hospitalized and length of hospitalization in last 5 years)

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**SOCIAL FACTORS** (Describe likes and dislikes, interests and activities)

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**BED STATUS**

<input type="checkbox"/> OUT OF BED ALL DAY <input type="checkbox"/> IN BED ALL OR MOST OF THE TIME <input type="checkbox"/> IN BED PART OF THE TIME	COMMENT:
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**TUBERCULOSIS INFORMATION**

ANY HISTORY OF TUBERCULOSIS IN APPLICANT'S FAMILY? <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE OF TB TEST	<input type="checkbox"/> POSITIVE <input type="checkbox"/> NEGATIVE
ANY RECENT EXPOSURE TO ANYONE WITH TUBERCULOSIS? <input type="checkbox"/> YES <input type="checkbox"/> NO	ACTION TAKEN (IF POSITIVE)	

GIVE DETAILS

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**AMBULATORY STATUS** (this person is  ambulatory  nonambulatory)

Ambulatory means able to demonstrate the mental and physical ability to leave a building without the assistance of a person or the use of a mechanical device. An ambulatory person must be able to do the following:

- |  |  |
|--|--|
| <p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> | <p>Able to walk without any physical assistance (e.g., walker, crutches, other person), or able to walk with a cane.</p> <p>Mentally and physically able to follow signals and instructions for evacuation.</p> <p>Able to use evacuation routes including stairs if necessary.</p> <p>Able to evacuate reasonably quickly (e.g., walk directly the route without hesitation).</p> |
|--|--|

**FUNCTIONAL CAPABILITIES** (Check all items below)

- |  |  |
|--|--|
| <p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> | <p>Active, requires no personal help of any kind - able to go up and down stairs easily</p> <p>Active, but has difficulty climbing or descending stairs</p> <p>Uses brace or crutch</p> <p>Feeble or slow</p> <p>Uses walker. If Yes, can get in and out unassisted? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Uses wheelchair. If Yes, can get in and out unassisted? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires grab bars in bathroom</p> <p>Other: (Describe)</p> |
|--|--|

**SERVICES NEEDED** (Check items and explain)

- |  |  |
|--|--|
| <p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> | <p>Help in transferring in and out of bed and dressing _____</p> <p>Help with bathing, hair care, personal hygiene _____</p> <p>Does client desire and is client capable of doing own personal laundry and other household tasks (specify) _____</p> <p>Help with moving about the facility _____</p> <p>Help with eating (need for adaptive devices or assistance from another person) _____</p> <p>Special diet/observation of food intake _____</p> <p>Toileting, including assistance equipment, or assistance of another person _____</p> <p>Continence, bowel or bladder control. Are assistive devices such as a catheter required? _____</p> <p>Help with medication _____</p> <p>Needs special observation/night supervision (due to confusion, forgetfulness, wandering) _____</p> <p>Help in managing own cash resources _____</p> <p>Help in participating in activity programs _____</p> <p>Special medical attention _____</p> <p>Assistance in incidental health and medical care _____</p> <p>Other "Services Needed" not identified above _____</p> |
|--|--|

Is there any additional information which would assist the facility in determining applicant's suitability for admission?  Yes  No

If Yes, please attach comments on separate sheet.

To the best of my knowledge, I (the above person) do not need skilled nursing care.

SIGNATURE	DATE COMPLETED
APPLICANT (CLIENT) OR AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE COMPLETED
LICENSEE OR DESIGNATED REPRESENTATIVE	DATE COMPLETED

### CLIENT/RESIDENT PERSONAL PROPERTY AND VALUABLES

Facilities must safeguard client's/resident's personal property/valuables entrusted to the facility. Licensee/Administrator is responsible for maintaining a record of personal property/valuables entrusted to and removed from the facility. Under "Number", enter the quantity of items entrusted. Under "Description", describe the item (marking articles by names or numbers may aid identification.). Under "Location", enter where items are stored. Licensee/Administrator and client/resident must sign each entry. Explain why, if client/resident does not sign. Provide a copy to the client/resident and maintain a copy in client's/resident's file. As property/valuable is removed, explain the reason for removal, enter the removal date, and ensure form is signed by all required persons specified above.

The reverse side of this form may be completed and retained in Residential Care Facilities for the Elderly to meet the notice requirements of Health and Safety Code Section 1569.153(k).

Name of Client/Resident	Social Security No.
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#### A. PERSONAL PROPERTY/VALUABLES ENTRUSTED TO FACILITY

Number	Description	Date	Location	Signature of Client/Resident (or if "None" explain)
				Signature of Licensee/Administrator

#### B. PERSONAL PROPERTY/VALUABLES REMOVED

Number	Description	Date	Location	Signature of Client/Resident (or if "None" explain)
				Signature of Licensee/Administrator

**RESIDENTIAL CARE FACILITIES FOR THE ELDERLY ONLY.**

**Section 1569.152 of the Health and Safety Code:**

1569.152. (a) A residential care facility for the elderly, as defined in Section 1569.2, which fails to make reasonable efforts to safeguard resident property shall reimburse a resident for or replace stolen or lost resident property at its then current value. The facility shall be presumed to have made reasonable efforts to safeguard resident property if the facility has shown clear and convincing evidence of its efforts to meet each of the requirements specified in Section 1569.153. The presumption shall be a rebuttable presumption, and the resident or the resident's representative may pursue this matter in any court of competent jurisdiction.

(b) A civil penalty shall be levied if the residential care facility for the elderly has no program in place or if the facility has not shown clear and convincing evidence of its efforts to meet all of the requirements set forth in Section 1569.153. The State Department of Social Services shall issue a deficiency in the event that the manner in which the policies have been implemented is inadequate or the individual facility situation warrants additional theft and loss protections.

(c) The department shall not determine that a facility's program is inadequate based solely on the occasional occurrence of theft or loss in a facility.

**SEC. 3. Section 1569.153 of the Health and Safety Code:**

1569.153. A theft and loss program shall be implemented by the residential care facilities for the elderly within 90 days after January 1, 1989. The program shall include all of the following:

- (a) Establishment and posting of the facility's policy regarding theft and investigative procedures.
- (b) Orientation to the policies and procedures for all employees within 90 days of employment.
- (c) Documentation of lost and stolen resident property with a value of twenty-five dollars (\$25) or more within 72 hours of the discovery of the loss or theft and, upon request, the documented theft and loss record for the past 12 months shall be made available to the State Department of Social Services, law enforcement agencies and to the office of the State Long-Term Care Ombudsman in response to a specific complaint. The documentation shall include, but not be limited to, the following:
  - (1) A description of the article.
  - (2) Its estimated value.
  - (3) The date and time the theft or loss was discovered.
  - (4) If determinable, the date and time the loss or theft occurred.
  - (5) The action taken.
- (d) A written resident personal property inventory is established upon admission and retained during the resident's stay in the residential care facility for the elderly. Inventories shall be written in ink, witnessed by the facility and the resident or resident's representative, and dated. A copy of the written inventory shall be provided to the resident or the person acting on the resident's behalf. All additions to an inventory shall be made in ink, and shall be witnessed by the facility and the resident or resident's representative, and dated. Subsequent items brought into or removed from the facility shall be added to or deleted from the personal property inventory by the facility at the written request of the resident, the resident's family, a responsible party, or a person acting on behalf of a resident. The facility shall not be liable for items which have not been requested to be included in the inventory or for items which have been deleted from the inventory. A copy of a current inventory shall be made available upon request to the resident, responsible party, or other authorized representative. The resident, resident's family, or a responsible party may list those items which are not subject to addition or deletion from the inventory such as personal clothing or laundry, which are subject to frequent removal from the facility.
- (e) Inventory and surrender of the resident's personal effects and valuables upon discharge to the resident or authorized representative in exchange for a signed receipt.
- (f) Inventory and surrender of personal effects and valuables following the death of a resident to the authorized representative in exchange for a signed receipt. Immediate written notice to the public administrator of the county upon the death of a resident whose heirs are unable or unwilling to claim the property as specified in Chapter 20 (commencing with Section 1140) of Division 3 of the Probate Code.
- (g) Documentation, at least semiannually, of the facility's efforts to control theft and loss, including the review of theft and loss documentation and investigative procedures and results of the investigation by the administrator and, when feasible, the resident council.
- (h) Establishment of a method of marking, to the extent feasible, personal property items for identification purposes upon admission and, as added to the property inventory list, including engraving of dentures and tagging of other prosthetic devices.
- (i) Reports to the local law enforcement agency within 36 hours when the administrator of the facility has reason to believe resident property with a then current value of one hundred dollars (\$100) or more has been stolen. Copies of those reports for the preceding 12 months shall be made available to the State Department of Social Services and law enforcement agencies.
- (j) Maintenance of a secured area for residents' property which is available for safekeeping of resident property upon the request of the resident or the resident's responsible party. Provide a lock for the resident's bedside drawer or cabinet upon request of and at the expense of the resident, the resident's family, or authorized representative. The facility administrator shall have access to the locked areas upon request.
- (k) A copy of this section and Sections 1569.152, 1569.153 and 1569.154 is provided by a facility to all of the residents and their responsible parties, and available upon request, to all of the facility's prospective residents and their responsible parties.
- (l) Notification to all current residents and all new residents, upon admission, of the facility's policies and procedures relating to the facility's theft and loss prevention program.
- (m) Only those residential units in which there are no unrelated residents and where the unit can be secured by the resident or residents are exempt from the requirements of this section.

**Section 1569.154 of the Health and Safety Code:**

1569.154. No provision of a contract of admission, which includes all documents which a resident or his or her representative is required to sign at the time of, or as a condition of, admission to a residential care facility for the elderly, shall require or imply a lesser standard of responsibility for the personal property of residents than is required by law.

I have received a copy of Health and Safety Code Sections: 1569.152, 1569.153, and 1569.154 and am acquainted with the facilities personal property safeguard procedures.

CLIENTE/RESIDENT RESPONSIBLE PERSON SIGNATURE	TITLE	DATE
LICENSEE OR DESIGNATED REPRESENTATIVE	DATE COMPLETED	

**EXHIBIT D**

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

DEPARTMENT OF SOCIAL SERVICES  
COMMUNITY CARE LICENSING

**CENTRALLY STORED MEDICATION AND DESTRUCTION RECORD**

**I. CENTRALLY STORED MEDICATION**

FACILITY NAME

**INSTRUCTIONS:** *Centrally stored medications shall be kept in a safe and locked place that is not accessible to any person(s) except authorized individuals. Medication records on each client/resident shall be maintained for at least one year.*

NAME	LAST	FIRST	MIDDLE	ADMISSION DATE		ATTENDING PHYSICIAN		ADMINISTRATOR	
MEDICATION NAME	STRENGTH/ QUANTITY	INSTRUCTIONS CONTROL/CUSTODY	EXPIRATION DATE	DATE FILLED	DATE STARTED	PRESCRIBING PHYSICIAN	PRESCRIPTION NUMBER	NO. OF REFILLS	NAME OF PHARMACY

LC 622 (3/95) (CONFIDENTIAL)

MEDICATION NAME	STRENGTH/ QUANTITY	INSTRUCTIONS CONTROL/CUSTODY	EXPIRATION DATE	DATE FILLED	DATE STARTED	PRESCRIBING PHYSICIAN	PRESCRIPTION NUMBER	NO. OF REFILLS	NAME OF PHARMACY

**II. MEDICATION DESTRUCTION RECORD**

**INSTRUCTIONS:** Prescription drugs not taken with the client/resident upon termination of services or otherwise disposed of shall be destroyed in the facility by the Administrator or Designated Representative and witnessed by one other adult who is not a client/resident. All facilities except Residential Care Facilities for the Elderly (RCFEs) shall retain destruction records for at least one year. RCFEs shall retain records for at least three years.

MEDICATION NAME	STRENGTH/ QUANTITY	DATE FILLED	PRESCRIPTION NUMBER	DISPOSAL DATE	NAME OF PHARMACY	SIGNATURE OF ADMINISTRATOR OR DESIGNATED REPRESENTATIVE	SIGNATURE OF WITNESS ADULT NON-CLIENT



**CONSENT FOR EMERGENCY MEDICAL TREATMENT-  
Adult and Elderly Residential Facilities**

AS THE CLIENT, AUTHORIZED REPRESENTATIVE OR CONSERVATOR, I HEREBY GIVE CONSENT TO  
\_\_\_\_\_  
TO PROVIDE ALL EMERGENCY MEDICAL OR DENTAL CARE  
PRESCRIBED BY A DULY LICENSED PHYSICIAN (M.D.) OSTEOPATH (D.O.) OR DENTIST (D.D.S.) FOR  
\_\_\_\_\_. THIS CARE MAY BE GIVEN UNDER WHATEVER  
CONDITIONS ARE NECESSARY TO PRESERVE THE LIFE, LIMB OR WELL BEING OF THE INDIVIDUAL NAMED  
ABOVE.

CLIENT HAS THE FOLLOWING MEDICATION ALLERGIES:

\_\_\_\_\_  
\_\_\_\_\_

DATE

CLIENT AUTHORIZED REPRESENTATIVE/CONSERVATOR SIGNATURE  
(CIRCLE APPROPRIATE TITLE)

HOME ADDRESS

HOME PHONE

WORK PHONE

LIC #270 (ENGLISH) (400) (CONFIDENTIAL)

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
 COMMUNITY CARE LICENSING DIVISION

# UNUSUAL INCIDENT/INJURY REPORT

**INSTRUCTIONS :** NOTIFY LICENSING AGENCY, PLACEMENT AGENCY AND RESPONSIBLE PERSONS, IF ANY, BY NEXT WORKING DAY.

SUBMIT WRITTEN REPORT WITHIN 7 DAYS OF OCCURRENCE.  
 RETAIN COPY OF REPORT IN CLIENT'S FILE.

NAME OF FACILITY	FACILITY FILE NUMBER	TELEPHONE NUMBER
ADDRESS	CITY, STATE, ZIP	

CLIENTS/RESIDENTS INVOLVED	DATE OCCURRED	AGE	SEX	DATE OF ADMISSION

**TYPE OF INCIDENT**

- |  |   |  |   |  |
|--|---|--|---|--|
| <input type="checkbox"/> Unauthorized Absence            | <input type="checkbox"/> Alleged Client Abuse | <input type="checkbox"/> Rape            | <input type="checkbox"/> Injury-Accident              | <input type="checkbox"/> Medical Emergency     |
| <input type="checkbox"/> Aggressive Act/Self             | <input type="checkbox"/> Sexual               | <input type="checkbox"/> Pregnancy       | <input type="checkbox"/> Injury-Unknown Origin        | <input type="checkbox"/> Other Sexual Incident |
| <input type="checkbox"/> Aggressive Act/Another Client   | <input type="checkbox"/> Physical             | <input type="checkbox"/> Suicide Attempt | <input type="checkbox"/> Injury-From another Client   | <input type="checkbox"/> Theft                 |
| <input type="checkbox"/> Aggressive Act/Staff            | <input type="checkbox"/> Psychological        | <input type="checkbox"/> Other           | <input type="checkbox"/> Injury-From behavior episode | <input type="checkbox"/> Fire                  |
| <input type="checkbox"/> Aggressive Act/Family, Visitors | <input type="checkbox"/> Financial            |  | <input type="checkbox"/> Epidemic Outbreak            | <input type="checkbox"/> Property Damage       |
| <input type="checkbox"/> Alleged Violation of Rights     | <input type="checkbox"/> Neglect              |  | <input type="checkbox"/> Hospitalization              | <input type="checkbox"/> Other (explain)       |

DESCRIBE EVENT OR INCIDENT (INCLUDE DATE, TIME, LOCATION, PERPETRATOR, NATURE OF INCIDENT, ANY ANTECEDENTS LEADING UP TO INCIDENT AND HOW CLIENTS WERE AFFECTED, INCLUDING ANY INJURIES)

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PERSON(S) WHO OBSERVED THE INCIDENT/INJURY

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EXPLAIN WHAT IMMEDIATE ACTION WAS TAKEN (INCLUDE PERSONS CONTACTED)

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LIC 624 (4/00)

**OVER**

MEDICAL TREATMENT NECESSARY?  YES  NO IF YES, GIVE NATURE OF TREATMENT:

WALERS ADMINISTRATOR

EXAMINER/DELEGEE

FOLLOWUP REQUIRED?  YES  NO

ACTION TAKEN OR PLANNED (BY WHOM AND ANTICIPATED RESULTS):

TYPE OF AGENCY TO WHOM TO

NAME OF ATTENDING PHYSICIAN

REPORT SUBMITTED BY:	NAME AND TITLE	DATE
REPORT REVIEWED/APPROVED BY:	NAME AND TITLE	DATE

AGENCIES/INDIVIDUALS NOTIFIED (SPECIFY NAME AND TELEPHONE NUMBER)

- LICENSING \_\_\_\_\_  ADULT/CHILD PROTECTIVE SERVICES \_\_\_\_\_
- LONG TERM CARE OMBUDSMAN \_\_\_\_\_  PARENT/GUARDIAN/CONSERVATOR \_\_\_\_\_
- LAW ENFORCEMENT \_\_\_\_\_  PLACEMENT AGENCY \_\_\_\_\_

# Needs and Services Plan

(EXAMPLE)

## • CLIENT INFORMATION

Client Name: John Doe

Discharge Date: 3/31/14

Extension Date  
if applicable:

## • CLIENT SERVICES

**Basic General Services:**

- Lodging
- Food
- Laundry
- Cleaning
- Transportation
- Activity Program
- Notification to family and other appropriate person of client's needs

**Basic Personal Services:**

- Observation
- Bathing
- Medical & Dental needs
- Bedside care
- Assistance with taking prescribed medications

**Specific Service Needs:**

Needs dressing changed on left hand

## • CLIENT ASSESSMENT

**Mental and Emotional Functioning:**

(This information can be obtained from LIC603).  
Client is alert.

**Prescribed Medications:**

(This information can be obtained from LIC622).  
Tetracycline for left hand infection 200mg 3X day.

## • FACILITY PLAN

**Facility plan for providing services to meet the individual needs identified above:**

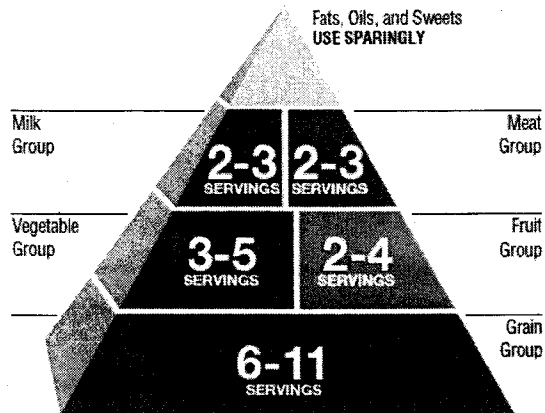
Shelter will provide above services listed and work with Social Worker to ease Mr. Doe back into his home by his discharge date.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT H

USDA NUTRITIONAL GUIDELINES



WHAT COUNTS AS A SERVING?

Food Groups

**Bread, Cereal, Rice, and Pasta**

1 slice of bread

1 ounce of ready-to-eat cereal

1/2 cup of cooked cereal, rice, or pasta

**Vegetable**

1 cup of raw leafy vegetables

1/2 cup of other vegetables, cooked or chopped raw

3/4 cup of vegetable juice

**Fruit**

1 medium apple, banana, orange

1/2 cup of chopped, cooked, or canned fruit

3/4 cup of fruit juice

**Milk, Yogurt, and Cheese**

1 cup of milk or yogurt

1-1/2 ounces of natural cheese

2 ounces of process cheese

**Meat, Poultry, Fish, Dry Beans, Eggs, and Nuts**

2-3 ounces of cooked lean meat, poultry, or fish

1/2 cup of cooked dry beans or 1 egg counts as 1 ounce of lean meat.  
2 tablespoons of peanut butter or 1/3 cup of nuts count as 1 ounce of meat.

Riverside County  
Department of Public Social Services

**ADULT EMERGENCY SHELTER BILLING**

NAME OF SHELTER OPERATOR	SOCIAL SECURITY NUMBER
ADDRESS	

NAME OF CLIENT/RESIDENT	DATE PLACED	DATE DEPARTED	NUMBER OF DAYS	COUNTY USE ONLY	
				CASE NUMBER	CERTIFICATION

I hereby certify that this billing represents services provided as requested by the Department of Public Social Services and is true and correct to the best of my knowledge.

Signature X	Date
----------------	------

COUNTY USE ONLY
COMMENTS/INSTRUCTIONS

I certify that I have reviewed the above billing and compared the submitted information with the records of DPSS and that any discrepancies have been resolved with the provider and that the billing, as corrected, is true and correct to the best of my knowledge.

Signature X	Date
----------------	------

INSTRUCTIONS ON REVERSE

**ADULT EMERGENCY SHELTER BILLING INSTRUCTION**

**INSTRUCTIONS FOR PROVIDER**

1. **Name of Shelter Operator** Enter the name of the facility or person to whom payment is to be made.
  2. **Social Security Number** Enter the Social Security Number of the person to whom payment is to be made. Payments cannot be made without this number.
  3. **Name of Client/Resident** Enter in this column the names of all clients placed by DPSS in an emergency shelter bed. Include clients placed in the previous month who remain in a shelter placement.
  4. **Date Placed** Enter the date each client was placed in a shelter bed.
  5. **Date Departed** Enter the date each client departed the shelter during the month. For clients remaining in a shelter placement enter the last day of the month.
  6. **Number of Days** Enter the number of days for which you are billing for the current month.
  7. **Signature/Date** Sign and date the form.
- Submit billings at the end of each month to the DPSS Adult Emergency Shelter Placement Coordinator.
  - Do not complete the "County Use Only" sections.

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

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

From: Lilies of the Field Shelter Care Homes, LLC  
Remit to Name  
24870 Sun Stream Circle  
Address  
Moreno Valley CA 92557  
City State Zip Code  
Lilies of the Field Shelter Care Homes, LLC  
Contractor Name  
AS-02795  
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 (\$) \_\_\_\_\_

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



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.

**ASSURANCE OF COMPLIANCE WITH  
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

\_\_\_\_\_  
NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII 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; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic 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 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; 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 11135-11139.5, 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director's Signature

\_\_\_\_\_  
Address of Vendor/Recipient

(08/13/01)

CR50-Vendor Assurance of Compliance

HIPAA Business Associate Agreement

Addendum to Contract

Between the County of Riverside and Lilies of the Field Senior Care Homes, LLC

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the \_\_\_\_\_ (the "Underlying Agreement") between the County of Riverside ("County") and \_\_\_\_\_ ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the 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 created by or 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 of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or 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, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
      - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
      - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
      - (c) Whether the PHI was actually acquired or viewed; and
      - (d) The extent to which the risk to the PHI has been mitigated.
    - (2) Breach excludes:
      - (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
      - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
      - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
  - B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
  - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

**2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
  - (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - (a) The disclosure is required by law; or,
    - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will Hold such PHI disclose such PHI and/or ePHI that the person will:
      - (i) and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - (3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - (4) De-identify 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 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting 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. Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access 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.

- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - (1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or 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 to 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 or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to 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 Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, 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.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.



- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
    - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - (3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by Contractor's workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
    - (1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
    - (2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
      - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
      - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
      - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

- (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
- (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
- (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
  - (1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
  - (2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include

substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of 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, death, or any other element of any kind or nature 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, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. 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.
- C. 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 County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. 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.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- (1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- (3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

- (1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the 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 are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) 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 that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI 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.

12. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

- B. **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 HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
  - (1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
  - (2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: P.O. Box 1569  
Riverside, CA 92502

County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

— — — — — **TO BE COMPLETED BY COUNTY PERSONNEL ONLY** — — — — —

County Departmental Officer: \_\_\_\_\_

County Departmental Officer Title: \_\_\_\_\_

County Department Address: \_\_\_\_\_

County Department Fax Number: \_\_\_\_\_

**MEDI-CAL PRIVACY AND SECURITY AGREEMENT BETWEEN  
the California Department of Health Care Services and the  
County of Riverside, Department of Public Social Services**

**PREAMBLE**

The Department of Health Care Services (DHCS) and the Riverside County of Department of Public Social Services enter into this Medi-Cal Data Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII). DHCS receives federal funding to administer California's Medicaid Program (Medi-Cal). County Department assists in the administration of Medi-Cal, in that DHCS and County Department access DHCS eligibility information for the purpose of determining eligibility for Medi-Cal. This Agreement covers the County of Riverside, Department of workers, who assist in the administration of Medi-Cal; and access, use, or disclose Medi-Cal PII.

**DEFINITIONS**

For the purpose of this Agreement, the following terms mean:

1. "Assist in the Administration of Medi-Cal" is performing an administrative function on behalf of Medi-Cal, and includes, but is not limited to, activities such as establishing eligibility and methods of reimbursement; determining the amount of medical assistance; providing services for recipients; conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to the administration of Medi-Cal; and conducting or assisting a legislative investigation or audit related to the administration of Medi-Cal;
2. "Breach" shall have the meaning given to such term under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and its implementing regulations under the Information Practices Act, Civil Code section 1798.29, and under the Agreement between the Social Security Administration (SSA) and DHCS, known as the Information Exchange Agreement (IEA) (Exhibit A); this definition shall include these definitions as set out below and as my be amended in the future:
  - a. "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under subpart E of this part which compromises the security or privacy of the protected health information." (HIPAA Regulation 45.C.F.R. 164.402);
  - b. - Breach of the security of the system' means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the agency." (Civil C. § 1798.23 (d));
  - c. Breach "refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access have access or potential access to PII or Covered Information, whether physical, electronic, or in spoken work or recording." (IEA, Attachment 4, Electronic Information Exchange Security Requirements, Guidelines, and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration, Exhibit. A).
3. "County Worker" means those county employees, contractors, subcontractors, vendors and agents performing job functions for the County that require access to and/or use of Medi-Cal PII and that are authorized by the County to access and use Medi-Cal PII.
4. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used

to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper; and

5. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or County's SAWS Consortium, or a contractor, subcontractor or vendor of the County.

## AGREEMENTS

NOW THEREFORE, DHCS and County Department mutually agree as follows:

### I. PRIVACY AND CONFIDENTIALITY

- A. County Department workers covered by this Agreement (County Workers) may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq., or as required by law. Disclosures, which are required by law, such as a court order, or are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may use Medi-Cal PII only to perform administrative functions related to determining eligibility for individuals applying for Medi-Cal.
- C. Access to Medi-Cal PII shall be restricted to only County Workers, who need the Medi-Cal PII to perform their official duties to assist in the administration of Medi-Cal.
- D. County Workers, who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

### II. PERSONNEL CONTROLS

The County Department agrees to advise County Workers, who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

- A. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, who assist in the administration of Medi-Cal and use or disclose Medi-Cal PII, including:
  - 1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter, provide ongoing refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers, who assist in the administration of Medi-Cal and use or disclose Medi-Cal PII at least annually;
  - 2. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed;
  - 3. Retain the most recent training records for a period of three years after completion of the training.
- B. **Employee Discipline.** Apply appropriate sanctions against workforce members, who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.



**C. Confidentiality Statement.** Ensure that all County Workers, who assist in the administration of Medi-Cal, and use or disclose Medi-Cal PII, sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and the most recent version shall be retained for a period of three years.

**D. Background Check.** Conduct a background screening of a County Worker before a County Worker may access DHCS PII. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees, who are authorized to bypass significant technical and operational security controls. County Department shall retain each County Worker's most recent background check documentation for a period of three years.

### **III. MANAGEMENT OVERSIGHT AND MONITORING**

County Department agrees to:

A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.

B. Ensure ongoing management oversight including periodic self-assessments and random sampling of work activity by County Workers, who assist in the administration of Medi-Cal and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on the Medi-Cal Eligibility Data System (MEDS) usage anomalies for investigation and follow-up.

C. Ensure these management oversight and monitoring activities are performed by County Workers, whose job functions are separate from those, who use or disclose Medi-Cal PII as part of their routine duties.

### **IV. INFORMATION SECURITY AND PRIVACY STAFFING**

The County agrees to:

A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this agreement.

B. Assign county workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

### **V. PHYSICAL SECURITY**

County Department shall ensure Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

A. Secure all areas of County Department facilities where County Workers assist in the administration of Medi-Cal and use or disclose Medi-Cal PII. The County Department shall ensure these secured areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.

B. Issue County Workers, who assist in the administration of Medi-Cal identification badges and require County Workers to wear these badges at County Department facilities where Medi-Cal PII is stored or used.

C. Ensure each physical location, where Medi-Cal PII is used or stored, has procedures and controls that ensure an individual, who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.

D. Ensure there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at County Department facilities and leased facilities where a large volume of Medi- Cal PII is stored.

E. Ensure data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of Medi-Cal PII have perimeter security and access controls that limit access to only authorized Information Technology (IT) staff. Visitors to the data center area must be escorted by authorized IT staff at all times.

F. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use, meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. County Department shall have policies that indicate County Workers are not to leave records with Medi- Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.

G. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

## **VI. TECHNICAL SECURITY CONTROLS**

**A. Workstation/Laptop encryption.** All workstations and laptops, which store Medi-Cal PII either directly or temporarily, must be encrypted using a FIPS 140-2 certified algorithm 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk.

**B. Server Security.** Servers containing unencrypted Medi-Cal PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

**C. Minimum Necessary.** Only the minimum necessary amount of Medi-Cal PII required to perform necessary business functions may be copied, downloaded, or exported.

**D. Removable media devices.** All electronic files, which contain Medi-Cal PII data, must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128bit or higher, such as AES.

**E. Antivirus software.** All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

**F. Patch Management.** All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches deemed as high risk must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

**G. User IDs and Password Controls.** All users must be issued a unique user name for accessing Medi-Cal PII. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

**H. User Access.** Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to Social Security Administration (SSA) data, MEDS, and over the process of issuing and maintaining access control numbers and passwords.

**I. Data Destruction.** When no longer needed, all Medi-Cal PII must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88.

**J. System Timeout.** The system providing access to Medi-Cal PII must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

**K. Warning Banners.** All systems providing access to Medi-Cal PII must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

**L. System Logging.** The system must maintain an automated audit trail that can identify the user or system process, initiates a request for Medi-Cal PII, or alters Medi-Cal PII. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Medi-Cal PII is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three years after occurrence.

**M. Access Controls.** The system providing access to Medi-Cal PII must use role based access controls for all user authentications, enforcing the principle of least privilege.

**N. Transmission encryption.** All data transmissions of Medi-Cal PII outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm that is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Medi-Cal PII can be encrypted. This requirement pertains to any type of Medi-Cal PII in motion such as website access, file transfer, and E-Mail.

**O. Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Medi-Cal PII, which are accessible through the Internet, must be protected by a comprehensive intrusion detection and prevention solution.

## VII. AUDIT CONTROLS

**A. System Security Review.** County Department must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Medi-Cal PII

must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate levels of protection. Reviews should include vulnerability scanning tools.

**B. Log Reviews.** All systems processing and/or storing Medi-Cal PII must have a routine procedure in place to review system logs for unauthorized access.

**C. Change Control.** All systems processing and/or storing Medi-Cal PII must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**D. Anomalies.** Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.

### **VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS**

**A. Emergency Mode Operation Plan.** County Department must establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

**B. Data Centers.** Data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of Medi-Cal PII, must include sufficient environmental protection such as cooling, power, and fire prevention, detection, and suppression.

**C. Data Backup Plan.** County Department must have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Medi-Cal PII should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Medi-Cal data.

### **IX. PAPER DOCUMENT CONTROLS**

**A. Supervision of Data.** Medi-Cal PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Medi-Cal PII in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

**B. Escorting Visitors.** Visitors to areas where Medi-Cal PII is contained shall be escorted and Medi-Cal PII shall be kept out of sight while visitors are in the area.

**C. Confidential Destruction.** Medi-Cal PII must be disposed of through confidential means, such as cross cut shredding and pulverizing.

**D. Removal of Data.** Medi-Cal P11 must not be removed from the premises of County Department except for identified routine business purposes or with express written permission of DHCS.

**E. Faxing.** Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

**F. Mailing.** Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

## **X. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS**

During the term of this PSA, County Department agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

**A. Initial Notice to DHCS.** (1) To notify DHCS **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured Medi-Cal PII in electronic media or in any other media if the PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to DHCS by the SSA. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by County Department as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of County Department. Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, notice shall be provided by calling the DHCS ITSD Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. County Department shall use the most current version of this form, which is posted on the DHCS Privacy Office website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov)), then select "Privacy" in the left column and then "County Use" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, County Department shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

**B. Investigation and Investigative Report.** To immediately investigate a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, within 72 hours of the discovery, County Department shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer.

**C. Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten working days of the discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or

state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, County Department shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.

**D. Notification of Individuals.** If the cause of a breach of Medi-Cal PII is attributable to County Department or its subcontractors, agents or vendors, County Department shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932, and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

**E. Responsibility for Reporting of Breaches.** If the cause of a breach of Medi-Cal PII is attributable to County Department or its agents, subcontractors or vendors, County Department is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary, U.S. Department of Health and Human Services. If a breach of unsecured PII involves more than 500 residents of the State of California or its jurisdiction, County Department shall notify the federal Secretary, Department of Health and Human Services, of the breach immediately upon discovery of the breach. If County Department has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to County Department, County Department shall notify DHCS, and DHCS and County Department may take appropriate action to prevent duplicate reporting.

**F. DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the County Department shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the County Department. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

**DHCS Program Contract  
Manager  
DHCS Privacy Officer  
DHCS Information  
Security Officer**

Program Integrity and Security Unit Privacy Officer Information Security Officer  
Policy Operations Branch do: Office of HIPAA Compliance DHCS Information Security  
Medi-Cal Eligibility Division DHCS Privacy Office, MS 4722 Office, MS 6400  
1501 Capitol Avenue, MS 4607 P.O. Box 997413 P.O. Box 997413  
P.O. Box 997417 Sacramento, CA 95899-7413 Sacramento, CA 95899-7413  
Sacramento, CA 95899-7417

Email: Email: iso@dhcs.ca.gov

Telephone: (916) 552-9200 privacyofficerdhcs.ca.gov Fax: (916) 440-5537

Telephone: (916) 445-4646 Telephone:  
Fax: (916) 440-7680 ITSD Service Desk  
(916) 440-7000 or (800) 579-0874

#### **XI. COMPLIANCE WITH SSA AGREEMENT**

County Department agrees to comply with substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between SSA and DHCS, known as the Information Exchange Agreement (IEA), which are appended and hereby incorporated into this Agreement (Exhibit A). The specific sections of the IEA with substantive privacy and security requirements, which are to be complied with by County Department are in the following sections: E, Security Procedures; F, Contractor/Agent Responsibilities; G, Safeguarding and Reporting Responsibilities for PII, and in Attachment 4, Electronic Information Exchange Security Requirements, Guidelines, and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with SSA. If there is any conflict between a privacy and security standard in these sections of the IEA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

#### **XII. COUNTY DEPARTMENT'S AGENTS AND SUBCONTRACTORS**

County Department agrees to enter into written agreements with any agents, including subcontractors and vendors, to whom County Department provides Medi-Cal PII received from or created or received by County Department in performing functions or activities related to the administration of Medi-Cal that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to County Department with respect to Medi-Cal PII, including restrictions on disclosure of Medi-Cal PII and the use of appropriate administrative, physical, and technical safeguards to protect such Medi-Cal PII. County Department shall incorporate, when applicable, the relevant provisions of this PSA into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to County Department.

#### **XIII. ASSESSMENTS AND REVIEWS**

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books, and records of County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands. County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and DHCS Information Security Officer in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

#### **XIV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, County Department shall make all reasonable effort to make itself and County Workers assisting in the administration of Medi-Cal and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to County Department at no cost to County Department to testify as witnesses, in the event of litigation or administrative proceedings involving County Department

based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

**XV. AMENDMENT OF AGREEMENT**

DHCS and County Department acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this PSA may be required to provide for procedures to ensure compliance with such developments. Upon request by DHCS, County Department agrees to promptly enter into negotiations concerning an amendment to this PSA as may be needed by developments in federal and state laws and regulations. DHCS may terminate this PSA upon thirty (30) days written notice if County Department does not promptly enter into negotiations to amend this PSA when requested to do so, or does not enter into an amendment that DHCS deems necessary.

**XVI. TERMINATION**

This PSA shall terminate three years after the date it is executed, unless the parties agree in writing to extend its term. All provisions of this PSA that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in County Department's possession shall continue in effect beyond the termination of the PSA, and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

**XVII. TERMINATION FOR CAUSE**

Upon DHCS' knowledge of a material breach or violation of this Agreement by User, DHCS may provide an opportunity for User to cure the breach or end the violation and may terminate this Agreement if User does not cure the breach or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User has breached a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, User must destroy all PHI and PCI in accordance with Section VI.I, above. The provisions of this Agreement governing the privacy and security of the PHI and PCI shall remain in effect until all PHI and PCI is destroyed and DHCS receives a certificate of destruction.

**XVIII. SIGNATORIES**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement. The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on the day the final signature is obtained.

For the County of Department of  
(Signature)  
(Name)

For the Department of Health Care Services,  
(Date)  
(Title)  
(Signature) (Date)  
(Name) (Title)

Exhibit A: Agreement between SSA and CHHS, and Agreement between SSA and DHCS with Attachment "Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the SSA." This is a sensitive document that is provided separately to the County's privacy and security office.