

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

545



FROM: Department of Public Social Services

SUBMITTAL DATE:
June 15, 2015

SUBJECT: Approve the Agreement with Victor Community Support Services, Inc.(CS-03109) for \$767,666.00 to provide Learn Empower Advocate Persevere (LEAP) services for DPSS via the Competitive Bidding Process [FY 15/16-18/19][districts-ALL] [total cost-3,070,664] [funding source-100% Realignment]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to sign Agreement #CS-03109 with Victor Community Support Services, Inc. for \$767,666.00 annually; which contains the option to renew for three (3) additional one-year periods.
2. 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, as approved to form by County Counsel, and 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)
COST	\$ 767,666	\$ 767,666	\$ 3,070,664	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Federal Funding: 0% State Funding: 0%;	Budget Adjustment: No
County Funding: 0%; Realignment Funding: 100%; Other Funding: 0%	For Fiscal Year: 15/16-18/19

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 Tavaglione, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: Benoit
Date: July 21, 2015
xc: DPSS, Purchasing

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

Prev. Agn. Ref.: N/A

District: All

Agenda Number:

3-34

FORM APPROVED COUNTY COUNSEL
DATE 7/1/15
BY: GREGORY P. PRIAMOS

Departmental Concurrence

PURCHASING & FLEET SERVICES
Lisa Brandl, Director

- 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 Victor Community Support Services, Inc.(CS-03019) for \$767,666.00 to provide Learn Empower Advocate Persevere (LEAP) services for DPSS via the Competitive Bidding Process [FY 15/16-18/19][districts-ALL] [total cost-3,070,664] [funding source-100% Realignment]

DATE: June 15, 2015

PAGE: Page 2 of 2

BACKGROUND:

LEAP is a new program designed to provide an intensive advocacy program that provides high-level psychological, emotional, and community care support and resources. LEAP will provide services for 20 youth, up to ten (10) Children's Services Division (CSD) dependents and up to ten (10) Probation Department wards. LEAP will serve children with the highest-need who have failed other programs; and the systems have exhausted their resources. LEAP will provide intensive wraparound, evidence and strength-based advocacy services to youth, and aid the families of these youth whose behavior places them at risk of removal from the home or detention. This program is aimed to give early intervention advocacy services to families in an individual manner and attend to specific needs of each family. LEAP is intended to provide intensive advocacy services and evidence-based interventions that utilize youth and family strengths to resolve immediate family crises, establish new methods of problem resolution, and help families create support systems in their community to aid in achieving these goals. Advocates provide intensive supervision, mentoring, coaching, brokering, and modeling through purposeful individual, family, and group activities.

Impact on Residents and Businesses

LEAP uses a connected path towards community intervention. The goal is for youth to move from a group home environment to a family setting and reduce their level of care; which promotes their personal growth, permanency, and independent living skills for transition to adulthood.

SUPPLEMENTAL:

Additional Fiscal Information

Federal Funding: 0%, **State Funding:** 0%; **County Funding:** 0%; **Realignment Funding:** 100%;
Other Funding: 0%

Contract History and Price Reasonableness

On February 16, 2015, County Purchasing released Request for Proposal (RFP) #DPARC-428 to solicit vendors interested in offering LEAP services. The RFP was released to prospective bidders and was advertised on the Public Purchase website.

In response to RFP #DPARC-428, two (2) proposals were received. The proposals were reviewed by an evaluation team consisting of personnel from DPSS and Probation. The proposals were scored using the following criteria: overall responsiveness to the requirements of the scope of service, experience/ability, credentials, references and the overall cost. Both proposals were found responsive by the evaluators.

The evaluation team recommends the award be given to Victor Community Support Services, Inc. as they are the lowest responsive/responsible bidder. Victor Community Support Services, Inc. will provide services for a maximum of twenty (20) youth at \$3,198.61 per client per month for an annual cost of \$767,666.00. The other bidders proposed monthly cost was \$3,459.36 for an annual cost of \$830,250.00. Therefore, at this time it is recommended the Board of Supervisors award Victor Community Support Services, Inc.

ATTACHMENTS:

Agreement #CS-03109 with Victor Community Support Services

SvZ:mm

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

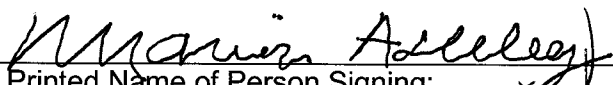
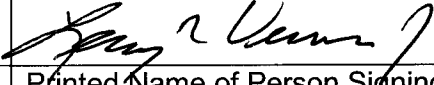
AGREEMENT: CS-03109
CONTRACTOR: Victor Community Support Services, Inc.
EFFECTIVE: July 21, 2015 - June 30, 2016
MAXIMUM REIMBURSABLE AMOUNT: \$767,666.00

WHEREAS, the County of Riverside, Department of Public Social Services, (hereinafter referred to as the "County and or "DPSS") desires to provide Learn Empower Advocate Persevere (LEAP) services;

WHEREAS, Victor Community Support Services, Inc. (hereinafter referred to as the "Contractor") is qualified to provide Learn Empower Advocate Persevere (LEAP) services;

WHEREAS, DPSS desires Victor Community Support Services, Inc., 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 Victor Community Support Services, Inc. 
Printed Name of Person Signing: Marion Ashley	Printed Name of Person Signing: Lenny R. Verser, Jr.
Title: Chair, Board of Supervisors	Title: Chief Executive Officer
Address: 4080 Lemon St. Riverside, CA 92501	Address: 1360 E. Lassen Avenue Chico, CA 95973
Date Signed: JUL 21 2015	Date Signed: 7/6/15

ATTEST:
KECIA HARPER-IHEM, Clerk
DEPUTY


FORM APPROVED COUNTY COUNSEL
 BY: 
 ERIC STOPHER
 DATE: 7/1/15

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Exhibit A- DPSS 2076A & Instructions

Exhibit B- Assurance of Compliance

Exhibit C- HIPAA Business Associate Addendum to the Agreement

TERMS AND CONDITIONS

I. DEFINITIONS

- A. "After hours" refers to Monday through Friday 5 pm to 8 am and 24 hours Saturday and Sunday.
- B. "Contractor" refers to Victor Community Support Services, Inc. and its employees, agents and representatives providing services under this Agreement.
- C. "DPSS and/or County" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- D. "FTM" refers to Family Team Meeting.
- E. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- F. "LEAP Advocate" (vendor) is primarily responsible for implementing individualized service plans and coordinating services; collaborating with youth/family team members, appropriate individuals, and service providers to assist the youth and family in accessing resources and obtaining needed services; provide a trusting relationship between a supportive, skilled adult and a troubled dependent and family.
- G. "Program Director" (vendor) is primarily responsible for developing goals and activities for ISP identified at the YFT meeting; meet once monthly in-person with the youth/family for the purpose of facilitating the YFT meetings and updating and reviewing the youth's ISP; Initial, Review, and Discharge reports will be sent to CSD, Probation, and others as appropriate throughout program involvement. Guides process by coordinating and leading FTM's, encouraging everyone's input, and adhering to values while meeting the goals in the ISP.
- H. "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.
- I. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- J. "Therapist" (vendor) provides individual therapy for the identified dependent as well as for group therapy with their family.

II. OBJECTIVES

LEAP is intended to provide intensive advocacy services and evidence-based interventions that utilize dependent/ward and family strengths to resolve immediate family crises, establish new methods of problem resolution, and help families create support systems in their community to aid in achieving these goals. Advocates provide intensive supervision, mentoring, coaching, brokering, and modeling through purposeful individual, family, and group activities. This program is intended to provide early intervention advocacy services to families in an individual manner, attending to the specific needs of each family, whether those needs are basic or clinical or both.

Recognizing that early intervention can prevent dependent/ward from progressing more deeply into the system, a second purpose for this model is to provide transitional readiness

interventions for dependent/ward via less intensive services. Such include role models for transitioning dependent/ward whose parents are absent from the home or not available to provide parental responsibility, or short term family support designed to stabilize the dependent/ward's home.

III. 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. Refer dependents and their families for LEAP services.

IV. PROBATION RESPONSIBILITIES

- A. Assign staff to be liaison between Probation 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. Refer wards and their families for LEAP services.

V. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. All References to Request for Proposal (RFP) #DPARC-428 and Bidder's response are incorporated into this agreement.

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

3. TARGET POPULATION

Provide services for a maximum of 20 youth, up to 10 Children's Services Division (CSD) dependents and up to 10 Probation wards, actively participating at any given time.

4. GEOGRAPHIC AREAS

- a. Serve all Riverside County dependents/wards referred by DPSS and/or Probation, which may include Riverside County dependents/wards that are placed in adjacent Southern California Counties, such as Orange County, San Bernardino, San Diego, Imperial and Los Angeles with the approval of Riverside County DPSS management.
- b. Identify and assign a LEAP Advocate to each dependent/ward from within the community where the dependent/ward resides.

5. REFERRAL REQUIREMENTS

- a. Make an after hour's answering service answered by a live person available, 24 hours per day, 7 days per week.
- b. Accept referrals Monday – Friday from 8:00 a.m. to 5:00 p.m.
- c. Make initial contact with dependent/ward within forty-eight (48) hours following receipt of referral by Contractor.

- d. LEAP Advocate will initiate and coordinate the assessment and face-to-face meeting.
 - e. Conduct staffing meetings to meet with group home/foster home or any other relevant personnel to obtain information regarding dependent/ward behavior, successful interventions, and case information.
 - i. For children/youth in placement, telephone conversations and face-to-face meetings will be held with foster parent and/or group home staff and probation staff, gathering as much information as possible regarding the child/youth's placement history, trauma experiences, familial and non-related extended family member contact, behaviors, past experiences with treatments services and interventions, and other pertinent information. A similar approach will be held for children and youth in their homes.
 - ii. Initial strengths inventory will be conducted and relevant needs will be identified as the LEAP Advocate establishes the service relationship. Interview will be held with the youth and family, as well as with stakeholders involved in the youth's life, including the county social worker, mental health worker and/or probation officer. Child and Adolescent Needs and Strength (CANS) Assessment and the Adult Needs and Strength Assessment (ANSA) will be used for older teens.
 - iii. Probation referred youth will also be assessed on their protective factors, as well as risk level for re-offending. North Carolina Family Assessment Scale (NCFAS) will also be utilized if required by CSD or Probation.
6. Youth/Family Teams (YFT)
- a. YFTs includes the dependent/ward, their family, LEAP Program staff, community service providers, caregivers, and individuals who know the family well and are willing to provide support.
 - i. YFT utilizes a strength-based, highly individualized approach to explore the family's history and prioritize all life domain areas starting with safety.
 - ii. YFT will be held, at a minimum, on a monthly basis to ensure effective collaboration among all participants and to ensure that the youth and family's needs are being addressed and met.
 - b. YFT meetings will be offered in a variety of settings and will be scheduled when parents and other individuals who are important to the youth are available, their frequency will be tailored to the needs of the family and will be reset as needed depending on where the youth/family happens to be in the trajectory of care.
 - c. Develop an Individual Service Plan (ISP) following the initial YFT conference.
 - i. The ISP will be completed within two (2) weeks from the date of CSD or Probation's original referral, immediately following the initial YFT meeting.
 - ii. LEAP Program Director will create a unique individualized plan based on a review of the major life domain areas specific to CSD and Probation, the objectives outlined in the court report, and the CANS assessment tool.
 - iii. The scorecard will outline appropriate goals and track goal attainment, this information will be reported monthly at the YFT meeting.
 - iv. There will be a concurrent focus on the mental health and psycho-social assessment of the child and family for the potential Early Periodic Screening, Diagnosis, and Treatment (EPSDT) specialty mental health services.
 - d. For CSD, goals and objectives will be developed following the life domain model (<http://nhfv.org/publication/a-youth-guide-to-wraparound-services-your-life-your-future-2/>), to address any or all of the following areas, including but not limited to:
 - i. family interaction,

- ii. residence,
 - iii. educational/vocational/life skills development,
 - iv. employment/career development,
 - v. health, hygiene,
 - vi. social development,
 - vii. income, and
 - viii. legal issues, regarding rights and linkages to appropriate resources.
- e. YFT will assist the family with identifying their strengths, resources and abilities in each domain.
- f. YFT will help families prioritize their unmet goals.
- g. All goals will be clearly defined, specific, measurable, and time-limited. Goals will include:
- i. a description of existing resources,
 - ii. needed services and resources,
 - iii. funding request, and
 - iv. safety procedures needed to help the child/youth and family achieve their goals.
- h. Identify the clear responsibilities that YFT members will have to assist families to reach their goals.
- i. For Probation, provider must assist ward to focus on making progress in attaining the five (5) key developmental asset areas of adolescence: competence, confidence, character, connections, and contributions. Provider must ensure wards are able to apply learned living skills such as obtaining employment, maintaining stable housing, applying/attending advanced educational opportunities, budgeting, and mastery of basic life skills. Bidder shall empower and teach to develop in living skills that promote healthy life style choices including but not limited to:
- i. Personal care – health/medical, food/nutrition, clothing care, household chores, money management, leisure time, safety, community resources.
 - ii. Housing, transportation and legal issues.
 - iii. Psychosocial skills –decision making, relationship building, parenting, sexuality, self-image, communication, and response to authority.
 - iv. Education skills – basic education, high school graduation, vocational training, preparation for higher learning opportunities whenever possible.
 - v. Assist with job preparation and readiness, which includes employment skills – job, careers, and work habits.
- j. For Probation and older youth, the ANSA will be used to determine the services and supports that are needed to help older youth achieve self-sufficiency. The assessment tool includes, but is not limited to the following domains:
- i. employment, substance abuse history,
 - ii. job history,
 - iii. residential stability,
 - iv. educational, and
 - v. independent living skills.
- k. LEAP advocate will help youth understand and will engage youth in discussions regarding competence, confidence, character, connections, and contributions and offer strategies to help teens build their resilience and coping skills.

7. Individualized Service Plan (ISP)

Contractor will develop an ISP within two (2) weeks from the CSD or Probations referral, immediately following the initial YFT meeting. The ISP must allow for changing family circumstances for all participating dependent/ward's and integrate objectives identified in the Court report, if any, to the ISP.

- a. The initial ISP shall be completed in-person by the LEAP Program Director following the initial YFT meeting with the dependent/ward. The dependent/ward's family and LEAP advocate will all have input into the plan.
- b. LEAP Program Director is responsible for drafting the ISP, organizing and managing the YFT meetings. During the YFT, the ISP for each child and family are discussed, created, and modified using a strength based, highly individualized approach.
- c. LEAP Program Director will assist the YFT with creating concrete goals to address the family's needs, the ISP will contain services and supports that will uniquely focus on the youth and family.
- d. Once the goals and objectives of the dependent/ward have been identified, an ISP Review Conference shall be held in person at least once a month, to discuss ISP goals and objectives and/or update as the meets each goal successfully.
- e. The ISP Review Conference may include but is not limited to the following, as identified by the YFT will participate in the ISP review or conference :
 - i. CSD Representative,
 - ii. Probation Representative,
 - iii. Dependent/Ward's family,
 - iv. LEAP Program Director,
 - v. LEAP Advocate,
 - vi. community service providers,
 - vii. caregivers,
 - viii. and individuals who know the family and others as identified by the YFT that are willing to provide support such as life-long connections,
 - i. The Program Director will guide the process by directing, structuring, and planning the process. The following components comprise the ISP process:
 - a) Strengths Inventory: This process establishes hope and optimism by reframing the family's mindset and allowing them to view problems from a more positive perspective. Important areas of inquiry during the strengths inventory include understanding the community resources and support, exploring the cultural context, and reviewing the youth's social and peer relationships, educational and vocational status, interests and activities.
 - b) Safety Plan: Risk and protective factors will be formally assessed and constantly monitored for changes that could necessitate a safety-based change of placement.
 - c) Visioning: The focus of this planning step is to develop a common vision of desired outcomes in order to create a picture of positive goal achievement and promote optimism. Goals are collaboratively developed

with a focus on community integration and developing pro-social behaviors.

- d) Life Domain Assessment: This process ensures that families determine priority focus of the Wraparound process. The domains of inquiry include: safety, social/life skills, creation, emotional/behavioral, alcohol/drug, cultural/religious, educational, medical, and living environment.
 - e) Individual Goal Setting: Joint responsibility for the specific goals defined is developed. Service delivery options are explored incorporating the family's cultural norms and values. The focus is on maximizing the child and family's strengths and on developing and utilizing informal resources as much as possible. The possible utilization of flex funds may also be discussed during the planning process. This process also involves exploring the family and community resources that are available to meet dependent/ward and family's needs. Once the YFT has determined the needs of the family and the flexible funds that are necessary to meet those needs.
 - f) Plan Review: ISPs are continuously reviewed and updated as needed. The focus remains on strengths, cultural appropriateness, available and needed resources, and progress towards the vision of effective functioning.
- f. A written report shall be provided to DPSS/Probation after each ISP review meeting, reflecting the dependent/ward's progress in meeting the ISP goals.
- g. The Program Director is responsible for completing and submitting the ISP updates as they occur, at a minimum once monthly, to CSD, Probation or others as identified in the ISP.
- h. Review meeting: Monthly review of the ISP will be conducted by the program director until dependent/ward is discharged from services. The program director will also update the ISP as needed to reflect the ongoing goals of the dependent/ward.
- i. The program director will provide written review of YFT meeting summaries monthly to CSD, Probation, and others as identified by the YFT.
 - ii. The ISP will continually be reviewed, modified, or adjusted based on feedback from YFT members until the youth is discharged from services. As part of the review process, members will also evaluate the effectiveness of recommended service interventions and modify services as necessary.
- i. A discharge report will be completed once the dependent/ward has exited the LEAP Program, as evidenced by the dependent/ward's ability or inability to meet their ISP goals. The discharge report shall include, but is not limited to:
- i. Well documented contact with dependent/ward, family, foster family, and any other professionals that are involved with the youth,
 - ii. Overall assessment of dependent/ward's progress,
 - iii. Interventions utilized,
 - iv. Dependent/ward's adjustment to placement, education, safety and well-being,
 - v. Summary of visits, interactions, etc.,
 - vi. Efforts and activities geared toward permanency and discharge planning, and

- vii. Any and all evidence-based assessment related data for evaluation purposes.

Discharge reviews will focus on the progress made by each child/youth and include a review of the CANS Assessment tool. When children/youth have achieved the goals outlined in their Scorecard and the ISP, they will be discharged from the program.

Prior to discharge, additional needs will be assessed and linkages and "warm hand-offs" to community providers will occur to assist families in all transition planning to other services.

At the time of termination, all services provided will be clearly documented in the youth's case file (including contact dates and by whom), as well as a summary of the youth's adjustment to home or placement, over-time, and the interventions used to support the youth.

To be eligible for discharge youth must have achieved desired outcomes as reflected on assessments and evaluations. Outcomes include but are not limited to:

- i. Reunification or placement in a stable family setting,
- ii. Reduced behavioral symptoms,
- iii. Reduced detentions/placements,
- iv. Improved psycho-social functioning,
- v. Improved academic performance, and
- vi. Improved overall well-being.

8. Community Advocacy

The LEAP Advocate is primarily responsible for:

- a. Providing most LEAP services in setting that is most comfortable for youth/family, which may include but is not limited to family homes (including but not limited to foster care, groups homes, and relative placements) schools, community and neighborhood settings at times that are flexible and accommodate the family's schedule during day, evening, and weekend hours.
- b. YFT meetings will be offered in a variety of settings and will be scheduled when parents and other people who are important to the youth are available-their frequency will be tailored to the needs of the family and will be reset as needed depending on where the youth/family happens to be in the trajectory of care.
- c. As defined in the ISP, provide intensive supervision, mentoring, coaching, brokering, and modeling through purposeful individual, family, and group activities.
- d. The LEAP Advocate will act as a life coach on behalf of the child/youth. The LEAP Advocate will:
 - i. Provide mentoring and role modeling in the home, community and when necessary also in the schools, assisting the youth with developing positive social behaviors.
 - ii. Act as role model, demonstrating appropriate behavioral expectations for the youth.
 - iii. When dictated by the ISP, under the direction of the Program Manager, will also assist family members by observing the family's interaction and by providing gentle coaching/guiding of parents and caregivers. The goal is for

- parents/caregivers to learn how to effectively maintain consistent follow-thru of interventions learned to effectively manage the youth's behaviors.
- iv. Meet a minimum of 3 times weekly (two times during weekday and one time per weekend) in-person with the dependent/ward to assist the dependent/ward in meeting and achieving the goals as listed in the dependent/ward's ISP a maximum of 30 hours per week, depending on their needs as identified in the ISP.
 - v. Provide service intervention which includes working with the entire family. Parents/Caregivers will receive parent education services, as well as services required by the juvenile court to transition or to maintain the youth in the home.
 - vi. Implement ISP and coordinate services.
 - vii. Coordinate services, help families link to necessary community services and supports they require to reach their desired goals based on the goals established at the YFT meeting.
 - viii. Collaborate with YFT members, other individuals identified in the ISP, and service providers to assist the dependent/ward and family in accessing resources and obtaining needed services.
- e. Contractor will operate in collaboration with other community organizations regarding the following types of services: Alcohol and Drug Treatment Services; youth development and sports activities programs (such as the Boys' and Girls' Clubs or the YMCA); food and housing assistance banks/programs; local businesses providing in-kind donations in the form of gift cards and other types of assistance to families; and institutions of higher education, e.g., local community colleges and universities.
 - f. Contractor will assist the child/youth and family with developing their knowledge of resources in the community, as defined in the ISP.
 - g. Contractor will provide behavioral counseling and intervention services as dictated by the ISP. This will include working with the youth to improve their social and communication skills.
 - h. Contractor will utilize incentives (e.g., gift cards, special outings, public recognition via certificates, etc.) to support positive behavioral changes in children, youth, and families.
 - i. Contractor will plan evening and weekend activities that expose dependent/ward to constructive community activities that help them develop social skills in a group setting.
 - j. The LEAP Advocate will involve each youth in social and recreational activities as part of the treatment program. After-school activities will include recreation and leisure activities such as team sports, individual sports, table games, and community outings. Community resources will be utilized including informal recreation programs, libraries, and church youth groups. Socialization activities will be geared to the specific individual such as sponsored group outings, dances, picnics, local poetry readings, school/job related activities, etc. Each youth will be assessed for their ability to control their own impulses and follow direction.

9. Advocacy Program Services

a. Improving families

Contractor will address the needs of the entire family and will address family dynamics. Contractor will identify families' strengths and need areas and create reunification goals and objectives which will aid in the child's return to their family as safely and quickly as possible. The services and supports that support this will include: ensuring that families can meet the child's basic needs (food, clothing, shelter); linking families with medical/dental professionals; connecting families to their children's schools so that they can appropriately monitor their child's academic performance and assist/advocate for their child academically. Once the child is returned home, additional services and supports will be provided to maintain the child in their home or home setting. This may include linking parents to parent education programs, child care, or other services which support reunification.

b. Community reintegration

Community reintegration will vary based on child/family's needs and may include: working with families to create meaningful social relationships; connecting families to institutions of worship and/or religion; linking families to social and recreational activities; etc. As the process evolves, and specific defined outcomes are achieved by family members, service intensity will decrease. The focus is to move the child/youth and family beyond public system involvement, toward self-sufficiency and full community integration aging into adulthood.

Contractor will provide mental health and supportive services to high-risk youth and young adults and assist with planning and preparing for their own futures through the provision of individualized supports and services- vocational training and job skills development, life skills training, advanced educational planning, and housing assistance. The ANSA Assessment tool will be utilized to identify needs related to self-sufficiency and independence, and develop ISP and work with youth to complete activities needed to achieve independence.

c. Gang violence intervention

Contractor will provide coaching, mentoring, and role modeling for the youth and linkages for tutoring, vocational training, and involve the youth in positive social and recreational activities. Youth will be encouraged and empowered to make wise decisions, the combined activities are designed to reduce delinquent behaviors and also serve as a deterrent to gang involvement and violence.

d. Truancy

Truancy interventions will be different for each child/youth, interventions will include tutoring, behavioral counseling, advocating with school personnel regarding possible conflicts between the student and teacher, encouraging and role modeling parental involvement, advocacy with school personnel at Individual Education Plan (IEP) meetings to ensure that services outlined in the IEP are provided to the child/youth, etc. The specific intervention will include input from the YFT, as well as school personnel.

e. Education and life skills

The LEAP Advocate will attend any school-related meetings (e.g., Individualized Educational Plan, School Attendance Review Board, and Student Study Team meetings) and will advocate on behalf of the child/youth for appropriate educational services. The LEAP Advocate will also provide transportation for parents/caregivers to attend these meetings.

10. Advocacy Services tailored and customized to each dependent/ward, may include but are not limited to:
 - a. Mentoring, coaching, and positive role modeling,
 - b. Face-to-face supervision and monitoring the 's activities,
 - c. Transportation to court ordered evaluations and dispositional hearings,
 - d. Parent and attendance at hearings,
 - e. Nightly curfew checks,
 - f. Monitoring attendance at school and/or work,
 - g. Social, educational, and recreational activities during weekends and evenings,
 - h. Positive relationships and support systems within the community,
 - i. Vocational assistance and a Supported Work Program,
 - j. Community Services,
 - k. Case management services and linkages to existing services,
 - l. Crisis and safety plan,
 - m. 24-7 Crisis intervention.

11. Counseling/Assessment Requirements
 - a. Counseling services will be provided by a Marriage and Family Therapist or Associate Clinical Social Worker-supervised by a Licensed Clinician-and will provide individual, family and group therapeutic services; provide intensive case management; deliver rehabilitative (skill building) interventions; and assist the child or youth with achieving specific clinical treatment goals.
 - b. The Mental Health Clinician will coordinate the mental health services and is the primary contact person for clinical treatment planning and implementation.
 - c. Youth referred will receive a comprehensive psychosocial assessment conducted by staff qualified as a Mental Health Clinician, utilizing the Global Assessment of Functioning (GAF) numeric scale to measure progress related to mental health needs. The mental health component of the treatment plan will be developed based on the results of this assessment and the resulting diagnosis. Specific, measurable, and time-limited goals will be defined, as well as the amount and type of services required to meet these goals.
 - d. Clinical services will begin immediately after intake.
 - e. The frequency of mental health services will vary depending on the child's/youth's and family's needs. At minimum these services will be provided weekly.
 - f. Trauma-Focused Cognitive Behavioral Therapy will be the evidence-based practice used in the delivery of clinical mental health treatment services.

12. Coordination of Services
 - a. Contractor will coordinate services, in collaboration with the YFT, ISP to meet each dependent/ward's needs.
 - b. Contractor will develop well defined, attainable, individual treatment goals and objectives that emphasize safety, permanency and well-being and are aligned with ISP goals.
 - c. Contractor will coordinate, monitor and evaluate services required to meet dependent/ward's needs.
 - d. Contractor will collaborate with county partners to: (1) jointly identify service needs; (2) create referral and intake processes which streamlines access to services participants; (3) engage in joint decision-making with other providers, individuals and families about participant treatment needs; (4) and engage in collaborative evaluation processes to determine program effectiveness.
 - e. LEAP Advocate will ensure that the family is present at and supported during court

hearings. The Program Director will have a written report outlining the youth and families progress and will advocate where needed.

- f. Contractor will work in partnership with other community service providers when referring dependent/wards to substance abuse treatment services. Contractor will utilize The Substance Abuse Treatment Facility Locator (referral database) to find suitable comprehensive substance abuse treatment services throughout the county. Contractor offers the Matrix Substance Abuse treatment services and may offer Seeking Safety.

13. Educational Services Requirements

- a. Contractor will provide Educationally Related Mental Health Services (ERMHS) to school districts in Riverside County.
- b. The LEAP Advocate will attend any school-related meetings (e.g., Individualized Educational Plan, School Attendance Review Board, and Student Study Team meetings) and will advocate on behalf of the child/youth for appropriate educational services. The LEAP Advocate will also provide transportation for parents/caregivers to attend these meetings.
- c. Contractor will collaborate with the Special Education Local Planning Areas (SELPA) to meet students' behavioral health needs which impact learning.
- d. Contractor will work with school personnel including principals, teachers and school counselors.
- e. Contractor will participate in Individualized Education Plan (IEP) meetings and advocate on behalf of enrolled children/youth to ensure that they are provided with services outlined in their IEP.
- f. Contractor will provide "in-classroom" supportive services to address challenges behaviors exhibited by students in the moment.
- g. Contractor may coach teaching staff on behavioral modification techniques.
- h. Contractor will assess the child/youth's educational needs through the CANS, any IEPs or school reports. The ISP will identify the specific educational assistance needed, and the frequency with which the assistance is needed. This can include tutoring or educational counseling, advocacy or other supports.

14. Client Communication Requirements

- a. LEAP Advocate will provide each dependent/ward 15-30 hours of direct services per week and/or advocate contact. Advocate will be available 24-hours for crisis intervention.
- b. LEAP will be provided for a duration of up to 6 months, unless pre-authorized by DPSS and/or Probation.

15. Emergency Intervention and Crisis Stabilization

- a. Crisis intervention will be available and provided on a 24 hours a day, 7 days per week with a one-to-one staff-to- ratio.
- b. Contractor will assign each child and family a LEAP Advocate and Mental Health Clinician, as an adjunctive service.
- c. Contractor will be responsible for responding to the emergency calls of their assigned families on a 24 hour/day basis. LEAP Advocate will assess the severity of the situation and perform in the following manner for each situation:
 - i. Critical-same day contact required, contact DPSS within two (2) hours of receipt of referral
 - ii. Urgent- next day contact required
 - iii. Routine – contact required within two (2) business days
- d. LEAP Advocate will seek the assistance of the Program Director for support and

guidance when responding to client emergencies. Provide counseling interventions with children/ and their family members who are in crisis.

- e. Contractor will provide counseling services by the Mental Health clinician, as part of the YFT. The LEAP Advocate will work in close partnership with a Mental Health Clinician.
- f. Contractor will provide behavioral support counseling services as required, the LEAP Advocate will provide this service to de-escalate and reduce negative behaviors and improve positive behaviors during a crisis.
- g. Staff responsible for care of the dependent/ward shall provide a documented, individual crisis plan for each dependent/ward. Crisis plans shall respond to the needs of the dependent/ward and reduce the incident of hospitalization, Absent Without Official Leave (AWOL) or aggressive behavior and promote a positive outcome for the dependent/ward.
- h. The YFT will create a safety plan which identify triggers for the youth and family and will outline steps about how to respond to these anticipated situations. When a crisis arises, the Mental Health Clinician or LEAP Advocate will walk families through their Safety Plans to establish safety and stabilization.
- i. Contractor will assist family in demonstrating their ability to manage crisis as they arise and to seek outside support and intervention as needed resulting in a decrease in the number of family crisis.
- j. Contractor will notify DPSS by telephone, email and/or facsimile of any emergency situations the next business day.

B. ADMINISTRATIVE REQUIREMENTS

1. Records Management

- a. Contractor will maintain individual files for each child/ served under the program. These files will contain, but are not limited to the following:
 - i. Child's DPSS referral form to the Contractor
 - ii. Original Individualized Service Plan
 - iii. All updated/revised Individualized Service Plans and Reviews
 - iv. Records of services provided to child/ and their families
 - v. All Assessments
 - vi. Discharge Report
- b. Contractor must keep a tracking log child/ that are referred and terminated.
- c. Contractor must maintain all client records in such a manner to ensure client confidentiality and HIPAA compliance.

2. Personnel Administration

- a. Contractor will maintain personnel files for each staff member providing services.
- b. Contractor will provide background checks (DOJ) on for each staff member providing services at the contractor's expense.
- c. Contractor will provide initial employee training and annual training regarding methods on how to provide service delivery under this agreement.
- d. Contractor will provide a list of personnel providing services under this agreement and their role.

3. Other Requirements

- a. Contractor must be Medi-Cal certified
- b. Contractor must obtain, provide, utilize, and maintain capacity to communicate with DPSS by means of: electronic mail (email), fax, telephone, voice mail and/or phone messaging service.

C. EVALUATION/DATA REQUIREMENTS

1. Contractor will provide Outcome data (such as surveys; assessments; entrance, exit, and attendance information, progress reports, and review conference summaries for all clients enrolled in the program) to CSD, Probation, and others as appropriate throughout program involvement by the 5th business day following the month services were provided.
2. Contractor will provide Quality Improvement (QI) Outcomes established to measure practices that are utilized to inform quality improvement initiatives and service effectiveness, QI outcomes must be submitted annually by September 1st.
 - a. Contractor will work collaboratively with Probation and CSD to agree upon specific assessment tools for the purpose of monitoring and reporting outcome data. Contractor will utilize the nationally recognized Evidence Based Practice Child Adolescent Needs and Strengths (CANS) and the Adult Needs and Strengths Assessments (ANSA). Contractor will utilize the Global Assessment of Functioning (GAF) numeric scale to measure progress related to mental health needs.
 - b. Contractor will work collaboratively with Probation and CSD to further develop specific outcomes for programmatic performance, standards for service delivery and individualized client and family outcomes.
 - i. Contractor will utilize their Electronic Health Record (a.k.a. TIER) for data collection, service delivery planning/treatment planning, progress monitoring, and reporting.
 - ii. Contractor will utilize the Child Adolescent Needs and Strengths (CANS), and Adult Needs and Strengths Assessments (ANSA) for the purpose of assessment, service planning, and outcomes reporting specific to client progress.
 - iii. Contractor will utilize Survey tool for collecting and reporting on program specific assessments and surveys (e.g. the North Carolina Family assessment Scale, VCSS Satisfaction Surveys).
 - iv. Contractor will utilize Victor Data Warehouse (VDW--Access) that allows for the collection, housing, analyzing, and reporting of aggregate data specific to the LEAP program.
- c. Contractor will provide family/dependent specific data which includes but is not limited to the number of placement changes, changes in level of care, timeliness of reunification, number of children with re-entry, reduction in children prescribed with psychotropic medication, number of runaway incidents, school attendance/performance, and number of successful permanent placements.
 - i. Contractor will administer the CANS or ANSA assessment when the client enters the program. The CANS/ANSA is repeated after 3 months, and then a final CANS/ANSA will be completed at time of discharge (which will be after a maximum of six months of treatment.)

- ii. Contractor will complete the initial scorecard, concurrent with the CANS/ANSA, the scorecard will list 3 goals the client will focus on.
- iii. Contractor will utilize their Electronic Health Record (EHR)-TIER-along with the CANS/ANSA for tracking all other measures, including: GAF score, dates of service, placements, level of care, A WOLs, Juvenile Hall stays, etc. (See Table Below).

D. REPORTING REQUIREMENTS

1. Progress Reports

Initial and Review reports shall be submitted by the 5th business day following the month services were provided and an electronic copy of this report shall be submitted to DPSS Contracts Administration Unit at: contractreporting@riversidedpss.org and identified CSD, Probation, and others as appropriate throughout program involvement.

- a. Initial ISP Progress Reports: This report should be completed by the program director at the time of the initial YFT meeting. An initial ISP report will be submitted upon the initial contact with the /family.

The Individualized Service Plan will be completed by the Program Director at the end of the initial Youth and Family Team meeting.

- b. Review ISP Progress Reports: The ISP Report should be generated after completion of the /families ISP/YFT monthly review meeting.

The Individualized Service Plan will be modified and updated by the Program Director following each Youth and Family Team or Individualized Service Plan conference meeting.

- c. Discharge ISP Progress Report: This report is completed by the Program Director and shall be submitted within 10 days of completion of the LEAP Program.

A copy of the Youth and Family Team (YFT) monthly meeting minutes will also be submitted as part of the monthly report.

- 2. Scorecard: A Scorecard shall be utilized to demonstrate the dependent/ward's progress towards the completion of each of the dependent/ward's goals and objectives as listed in the ISP.

- i. The scorecard should be approximately one page in length.
- ii. Should be completed once monthly in accordance with the YFT/ISP Review Meeting.
- iii. Contain a minimum of 3-5 goals and activities identified by the Program Director at the initial YFT meeting and/or as the LEAP Advocate is assigned.
 - a) Goals should never be removed from the Scorecard but rather updated to reflect a completion score.
 - b) New goals may be added as identified to reflect the dependent/ward's progress and growth.
- iv. A copy of the dependent/ward's scorecard will be reviewed and updated at the YFT meeting and will be forwarded by the Program Director monthly to CSD or Probation, along with the updated ISP.
 - a) The scorecard will have three sections:
 - i. The first section will identify the specific goals and activities to achieve the goals listed in the ISP for each youth and family member served.
 - ii. The second section will identify the youth and family's progress with meeting the goals, as well as any challenges associated with meeting the goals. Specific CANS/ANSA domains and items related to the identified goals will be analyzed using a color code of Red (urgent need), Yellow (moderate need) and Green (need met) in the

CANS/ANSA Individual Client Comparison Report. The CANS/ANSA data will be provided in color bar graphs to visually represent progress month to month and will be incorporated into the Scorecard Section II.

- iii. The third section will identify any modifications to the goals or activities needed to assist the family with achieving the goals.
3. Annual Reports shall be submitted annually, by September 1st to DPSS Contracts Administration Unit at: contractreporting@riversidedpss.org and identified CSD, Probation, and others as appropriate throughout program involvement and will include, but not limited to, outcomes related to:
- a. Services and/or treatment;
 - b. Community resources/connections
 - c. Stability of placement;
 - d. ISP's including Initial, In-Progress, and Discharge
 - e. Incidence of abuse/neglect;
 - f. satisfaction; and
 - g. Statewide outcome projects
- The Annual Report will include the following process and outcome measurements, including but not limited to: Number of intakes/discharges Average length of service, CANS/ANSA intake to discharge progress in family engagement, living situation, independent living skills, number of placements, Intake to discharge placement outcomes, Intake to discharge GAF scores.

E. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$767,666.00.

2. UNIT OF SERVICE COST RATE

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

- a. Any Child/family will be prorated at the rate of \$105.15 per billable days. Otherwise it will be \$3,198.61 per client, per full month of service.

3. BUDGET/BILLING

- i. Billing begins at the time of the initial face-to-face assessment. Contractors will be paid the actual amount of each monthly invoice for payment that is accompanied by a copy of the referral and Monthly Client Log which shall include, but is not limited to the following:
 - a. Dependent's name
 - b. Last four digits of Dependent's SSN
 - c. Initial Referral date
 - d. Referral Origination: Children's Services or Probation
 - e. Assigned Social Worker or Probation Officer
 - f. Initial face-to-face meeting date

- g. Individualized Service Plan (ISP) date
 - h. Discharge/Termination Date, if applicable
- ii. Contractors shall bill/invoice Medi-Cal for all claimable expenses prior to billing DPSS.

4. 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. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. The Contractor shall submit DPSS Forms 2076A, 2076B (if applicable) (Exhibit A), following the instructions set forth. Exhibit A is attached hereto and incorporated herein by this reference for request of all payments.
- d. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 5th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

5. 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.

6. 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.

7. 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.

8. 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.

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. As respects 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 its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this 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 sub Contractor 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.

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 data 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 B** and incorporated herein by this reference. The Contractor will sign and date **Exhibit B** 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.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. Services, Benefits and Facilities

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

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

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

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

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

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 C**.

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. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall establish a procedure acceptable to the County 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.

19. 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 working days.

20. TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;
- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service; and
- c. To make available to DPSS in a timely manner all file information regarding the clients served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service.

V. GENERAL

A. EFFECTIVE PERIOD

This Agreement is effective July 21 1, 2015 to June 30, 2016, with three (3) one-year renewal option(s).

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: Victor Community Support Services, Inc.
Lenny R. Verser
1360 E. Lassen Avenue
Chico, CA 95973

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. 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.

F. 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.

G. CONSUMER PRICE INDEX

No price increases will be permitted during the first year of the Agreement. All price decreases (for example, if Contractor offers lower prices to another governmental entity) will automatically be extended to the DPSS. The DPSS requires written proof satisfactory to DPSS of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index (CPI) for all consumers, all items for the Los Angeles, Riverside and Orange County, CA areas and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

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 agreements of any kind or nature relating to the same shall be deemed to be merged herein.

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: A

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

From: _____
Remit to Name
1360 E. Lassen Avenue
Address
Chico CA 95973
City State Zip Code
Victor Community Support Services, Inc.
Contractor Name
CS-03019
Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

- Advance Payment \$ _____ (if allowed by Contract/MOU)
- Actual Payment \$ _____ (Same amount as 2076B if needed)
- Unit of Service Payment \$ _____ # of Units) X _____ (\$) _____
- _____ # of Units) X (\$) _____ # of Units) X _____ (\$) _____
- _____ # of Units) X (\$) _____ # of Units) X _____ (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

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

Authorized Signature Title Date

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

Business Unit (5)	Purchase Order # (10)	Invoice #
Account (6)	Amount Authorized	
Fund (5)	If amount authorized is different from amount request, please explain:	
Dept ID (10)	_____	
Program (5)	Program (if applicable)	Date
Class (10)	Management Reporting Unit	Date
Project/Grant (15)	Contracts Administration Unit	Date
Vendor Code (10)	General Accounting Section	Date

Exhibit A

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

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

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

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

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

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

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

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

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

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

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

VICTOR COMMUNITY SUPPORT SERVICES, INC.
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.

7/6/11
Date

1360 E. LASSEN AVE
CHICO, CA 95923
Address of Vendor/Recipient


Director's Signature

(08/13/01)

CR50-Vendor Assurance of Compliance

HIPAA Business Associate Agreement

Addendum to Contract

Between the County of Riverside and Victor Community Support Services Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of CS-03109 (the "Underlying Agreement") between the County of Riverside ("County") and Victor Community Support Services Inc. ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties upon execution.

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: _____