

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



ITEM
3.21
(ID # 2602)

MEETING DATE:

Tuesday, November 15, 2016

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: PUBLIC SOCIAL SERVICES: Approval of the Master Agreement Template with Foster Family Agencies for the provision of Psychosocial Assessment Services for five years, without seeking competitive bids. [ALL]; [Total Cost \$27,500,000, \$5,500,000 annually; Federal -50%; State 50%;]

RECOMMENDED MOTION: That the Board of Supervisors:

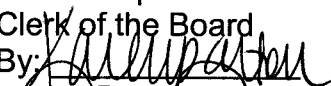
1. Approve the attached master agreement template for the provision of psychosocial assessment services with qualified foster family agencies, without seeking competitive bids through June 30, 2022 (Attachment A);
2. Authorize the Director of DPSS to administer agreements with each foster family agency providing psychosocial assessment services to Riverside county foster youth;
3. Authorize the Director of DPSS to make future modifications to the qualified foster family agency list, based on the needs of the department (Attachment B);
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to execute agreements with individual foster family agencies, exercise renewal options and sign amendments that do not change the substantive terms of the agreements.


Susan Von Zabern, Director of Public Social Services 10/14/2016

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Benoit and Ashley
Nays: None
Absent: Tavaglione and Washington
Date: November 15, 2016
xc: DPSS

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

3-21

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

BACKGROUND:

Summary

Pursuant to State regulation, county child welfare agencies, including: juvenile probation, foster parent associations and other interested community parties, shall implement the Resource Family Approval Program on or before January 1, 2017. AB403, known as Continuum of Care Reform (CCR), combines a series of existing and new reforms to child welfare services. These reforms are designed from the understanding that children living apart from their biological parents do best when they are cared for in committed, nurturing family homes. AB403 also provides the statutory and policy framework to ensure services and supports provided to the child or youth and his or her family are tailored toward the ultimate goal of maintaining a stable permanent family. Implementation of the Resource Family Approval Program (RFA) is a key component of the success of the CCR. RFA is a new family-friendly and child-centered caregiver approval process that improves the way caregivers (related and non-related) are approved by preparing families to better meet the needs of vulnerable children, youth and non-minor dependents (NMDs) in the county child welfare and/or probation systems.

The RFA program combines the current foster parent licensing, relative approval and adoption approval processes into a single, consistent up-front approval process that applies to all caregivers. This includes a standard background check clearance process, health screening, caregiver training and completion of a psychosocial assessment. All of these requirements must be completed before a caregiver can be approved for placement, unless there is a need for an emergency placement. For emergency placements, the State established a 90-day timeframe for completing the approval process. A few counties who implemented the program early are experiencing longer timelines, more than 120 days on average, as caregivers, especially relatives, require more time to complete the required training and psychosocial assessments.

The psychosocial assessment is comprehensive and resource-intensive to complete. In order to build sufficient capacity to support the volume of families requiring approval, several counties opted to engage contracted foster family agencies to provide this service.

DPSS currently contracts with 59 foster family agencies (FFA) providing residential care and treatment services to children in placement. These agencies have indicated their intention to convert their programs for compliance with the State's new RFA requirements (see attached list) and have appropriately credentialed staff to conduct the psychosocial assessments. As such, the Children Services Division (CSD) requests authorization to contract with these FFAs, through the proposed master agreement template, to complete psychosocial assessments and aid in the department's compliance with CCR/RFA requirements. DPSS will schedule an orientation with the FFA's to introduce them to the new agreements.

In addition, DPSS currently contracts with three (3) Adoption Home Study providers (Erika Frontino, ChildNet and Lilliput) who will also provide psychosocial assessments.

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

Impact on Residents and Businesses

By implementing these new agreements, Riverside County will be able to complete more assessments in order for youth to find permanency in a timely manner, as well as preventing a backlog of perspective foster caregivers awaiting approval for placement.

SUPPLEMENTAL

Additional Fiscal Information

Funding for this contract is composed of State - 50% and Federal - 50%. A budget adjustment will be requested through the budget process.

Sole Source Justification

Board policy A-18, Section 4.b., exempts the county from the competitive bid process for contracts for shelter home and youth home services.

Contract History and Price Reasonableness

On June 29, 2010 (agenda item 3.54), the Board of Supervisors approved the foster family agency master agreement template, a list of recommended providers and authorized the Director of DPSS to administer agreements with each foster family agency providing residential placements to foster youth. Those agreements will expire in June 2017.

As a result of the RFA, agencies must adhere to new program requirements to continue providing foster care services after January 2017. Following expiration of the current agreements, in June 2017, a competitive bid process will be initiated to seek additional qualified individuals/organizations to provide psychosocial assessments through 2023.

The cost for an assessment will be a flat rate of \$2,000. The budget will support completion of 2,750 assessments annually.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 5,500,000	\$ 5,500,000	\$ 27,500,000	\$
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$
SOURCE OF FUNDS: Federal Funding – 50%; State Funding – 50%			Budget Adjustment:	No
			For Fiscal Year:	16/17

C.E.O. RECOMMENDATION: Approve.

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

ATTACHMENT A. MASTER AGREEMENT TEMPLATE FOR FOSTER FAMILY AGENCIES

ATTACHMENT B. LIST OF CURRENTLY CONTRACTED FOSTER FAMILY AGENCIES

Teresa Summers
Teresa Summers, Assistant Director of Purchasing

10/20/2016

Alisa Young
Alisa Young, Executive Assistant, County Counsel

10/20/2016

**ATTACHMENT A –
MASTER AGREEMENT TEMPLATE FOR FOSTER FAMILY AGENCIES**

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

PROFESSIONAL SERVICES AGREEMENT: (CONTRACT NUMBER)
CONTRACTOR: (CONTRACTOR NAME)
AGREEMENT TERM: Upon Execution through June 30, 2022
MAXIMUM REIMBURSABLE AMOUNT: \$2,000 per completed Psychosocial Assessment

WHEREAS, the County of Riverside, Department of Public Social Services, (hereinafter referred to as the "County and or "DPSS") desires to provide Psychosocial Assessments in support of the RFA program;

WHEREAS, (insert contractor's name)(hereinafter referred to as the "Contractor") is qualified to provide Psychosocial Assessments;

WHEREAS, DPSS desires (insert contractor's name), 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 Contractor
Printed Name of Person Signing: Scott Haddon	Printed Name of Person Signing:
Title: Sr. Procurement Contract Specialist	Title: President/CEO
Address: 10281 Kidd Street Riverside, CA 92503	Address:
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
 BY: ERIC STOPHER DATE: 10/10/11

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List of Exhibits

- Exhibit A- DPSS 3776 Client Consent for Release of Information Form
- Exhibit B – Limits of Confidentiality Form
- Exhibit C - RFA-04 Resource Family Risk Assessment Form
- Exhibit D –DPSS Psychosocial Assessment Guide
- Exhibit E – Updated Psychosocial Assessment Template
- Exhibit F – DPSS 2076 A & DPSS 2076 A Instructions
- Exhibit G – Assurance of Compliance Form
- Exhibit H – HIPAA Business Associate Agreement

TERMS AND CONDITIONS

I. DEFINITIONS

- A. "California Department of Social Services" (CDSS) refers to the State of California Department of Social Services.
- B. "Contractor" refers to 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. "Indefinite Delivery Indefinite Quantity" (IDIQ) – in accordance with Federal Acquisition Regulations, Subpart 16.5, IDIQ refers to an indefinite quantity of supplies or services during a fixed time. This term/contract type is used when GSA can't determine, above a specified minimum, the precise quantities of supplies or services that the government will require during the contract period. This subpart prescribes policies and procedures for making awards of indefinite delivery contracts and establishes a preference for making multiple awards of indefinite-quantity contracts.
- E. "Psychosocial Assessment Template" refers to the format of the assessment for potential resource families.
- F. "Resource Family Approval" refers to the program authorized through Senate Bill 1013 (Chapter 35, Statutes of 2012) the statute requires the California Department of Social Services , in consultation with county child welfare agencies, foster parent associations, and other interested community parties, to implement a unified, family friendly, and child-centered resource family approval process.
- G. 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.
- H. Subcontractor - means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- I. "Update Psychosocial Assessment Template" refers to the format of the annual/updated assessment for current resource families.
- J. Reserved
- K. Reserved
- L. Reserved
- M. Reserved

II. OBJECTIVES

To Procure Psychosocial Assessment Services for the County of Riverside's Children Services Division (CSD).

III. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. Complete all required documentation to include the **Exhibit A, DPSS 3776 Client Consent for Release of Information Form** and the **Exhibit B, Limits of Confidentiality Form** is signed and intact. Exhibits A and B are attached hereto and incorporated herein by this reference.
- C. Upon receipt of the live scan results, make referrals to the Contractor by encrypted email along with the Client Consent for Release of Information and Limits of Confidentiality forms.
- D. Provide up to one (1) day of training to the Contractor to include the following:
 1. Review of expectations.
 2. Timeframes to complete the psychosocial assessment once the Contractor has received the referral from DPSS.
 3. Review of the RFA Psychosocial Assessment Template.
 4. Sample copy of an RFA Psychosocial Assessment.
 5. Review of Release of Information, confidentiality forms, and any other documents developed for the purpose of exchanging information for the completion of the psychosocial assessment.
- E. 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;

IV. CONTRACTOR RESPONSIBILITIES

A. Scope of Service

1. Assign staff to be a liaison between the Contractor and DPSS;
2. Acknowledge receipt of the referral and all required documents within 24 hours of receipt of referral;
3. Contact the Resource Family within three (3) business days of receiving the referral. Should the contractor require additional time to make initial contact with the family, beyond the three (3) days, the contractor shall contact the assigned RFA worker to

discuss the matter. The contractor will record the reason for the extension and list any issues, if applicable, that the RFA Manager should be aware of;

4. The psychosocial assessment process shall include but not be limited to the following:
 - a) Scheduled interviews:
 - i. Initial interviews shall be scheduled within fifteen (15) days of initial contact with the Resource Family.
 - b) The interviews shall be conducted as follows:
 - i. A minimum of three face-to-face interviews with each applicant, with at least one (1) occurring in the home. Multiple in-person contacts may occur within a single visit.
 - ii. If more than one applicant, an individual interview with each applicant and a joint interview with all applicants must occur.
 - iii. At a minimum at least one additional interview with all applicants, either separately or jointly.
 - iv. A minimum of one separate face-to-face interview with all other persons living in the home of an applicant is required.
 - v. Additional interviews as deemed necessary by the Contractor.
 - vi. If an applicant refuses to participate, or is unable to ensure all other adults living in the home participate in the interviews as required in the Written Directives Section 06-05, Subsection (9a), the Contractor shall document and report the information to the assigned RFA worker.
 - vii. The majority of interviews shall take place in the home of an applicant and shall include observation of the family environment, and if applicable, any parent-child interaction;
5. Completion of the **Exhibit C, RFA-04 Resource Family Risk Assessment Form**. Exhibit C is attached hereto and incorporated herein by this reference. The contractor shall ensure completion of the most current form by clicking the following link: <http://www.childsworld.ca.gov/serp.html?q=risk+assessment&cx=001779225245372747843%3Aajwxgn2wzmw&cof=FORID%3A10&ie=UTF-8&submit.x=16&submit.y=14>).
6. Complete the **Exhibit D, DPSS Psychosocial Assessment Guide** within thirty (30) calendar days of receipt of the referral. Exhibit D is attached hereto and incorporated herein by this reference. Should the contractor require additional time to complete the report, the contractor shall submit an email request to the assigned RFA worker for approval; however, the request should not exceed sixty (60) calendar days; If an extension is granted, a Progress Report must be submitted (Section B. Reporting).
7. Evaluate cases referred as potential resource family homes and assess their readiness to care for children who are dependents of the court.

8. Conduct multiple interviews with individuals, couples and families in accordance with the California Department of Social Services, Resource Family Approval Program Written Directives.
9. Provide own workstation(s) / laptop(s) which include encryption. All workstations and laptops, which store confidential data either directly or temporarily, must be encrypted using FIPS 140-2 certified algorithm 128bit or higher.
10. Report any risk or safety concerns regarding any children in the home immediately to the assigned RFA worker.
11. Conduct updates of the psychosocial assessment to address any changes that have occurred in the Resource Family's home, including, but not limited to:
 - a) A change in the number of people residing in the home;
 - i. Any additions to the resource family's home, including when the resource family becomes a guardian or conservator for any child or other person;
 - ii. Any adult moving in or out of the home;
 - iii. Except for a non-minor dependent, anyone living in the home who reaches their 18th birthday;
 - iv. A change in marital status;
 - b) A change in the physical or mental health of a child, non-minor dependent or any other residents in the home, including the Resource Family.
 - c) A move to a new home location within the County, to another early implementation county, to a non-participating county, or returning to the approving County.
 - d) If the resource family operates a family day care home as defined in Health and Safety Code section 1596.78.
12. Complete an **Exhibit E, Updated/Annual Psychosocial Assessment Template**. Exhibit E is attached hereto and incorporated herein by this reference.

B. REPORTING

1. The Contractor shall submit all requested documents (as specified below and which, in its entirety, accounts for one completed Psychosocial Assessment) to the assigned RFA worker within two (2) business days from the date of completion.
2. Submission of the Psychosocial Assessment includes electronic (email with encryption specifications noted in section A.10) and hard copy originals delivered to the assigned RFA worker. Appointment or coordination with the assigned RFA worker must be made prior to delivery.
3. A Psychosocial Assessment - Contractor shall complete the psychosocial assessment and all related documents, as specified below.
 - a) DPSS 2076 A Form
 - b) Psychosocial Assessment Template

- c) RFA-04 Resource Family Risk Assessment Form
 - d) Documented interviews and psycho-social inventory
 - e) Autobiographies
 - f) References
 - g) Progress reports
4. Progress Report – to ensure the psychosocial assessment is completed as planned and/or when an extension for the completion of the psychosocial assessment is requested, the Contractor shall complete a Progress Report every two calendar months by the 60th calendar day, or as requested by the RFA Supervisor or designee,. Any modifications or change in plans to the psychosocial assessment will be identified and updated to include a timeframe for successful completion. The Contractor will E-mail, with encryption, the Progress Report to the RFA supervisor or designee.
5. Staffing Report – the Contractor shall submit a staffing report to the RFA liaison or designee indicating the number of full-time and part-time qualified staff assigned to the contract. Reports will be submitted quarterly on January 1, April 1, July 1 and October 1, or within ten (10) days of when a change in the original staffing pattern is made.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Under this Agreement an indefinite delivery and indefinite quantity of services above the specified minimum, will be required for the performance of Psychosocial Assessments during the contract period.

2. UNIT OF SERVICE COST RATE

The Unit of Service Cost Rate for this Agreement is \$2,000 per completed Psychosocial Assessment.

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a) The County of Riverside will pay the Contractor a firm fixed price for each completed psychosocial assessment. 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 Form 2076A, (Exhibit F)**, following the instructions set forth along with an invoice for completed services. Exhibit G is attached hereto and incorporated herein by this reference to request payments. RFA manager or designated Liaison will provide approval prior to reimbursement.
- 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.

4. FINANCIAL RESOURCES

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

5. RECORDS, INSPECTIONS AND AUDITS

- a) The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later
- b) Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
- c) This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d) Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
- e) In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f) Contractor that expend \$750,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

6. SUPPLANTATION

The Contractor shall not supplant any federal, state, or County funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or County funds under any County programs without prior approval of DPSS.

7. DISALLOWANCE

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

8. AVAILABILITY OF FUNDING

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

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 shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage 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, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims."

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 line:

- (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 Country'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 coverage's 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. MINIMUM QUALIFICATIONS AND TRAINING

The Contractor must have a Master's in Social Work or possess a Master's Degree and also be a Licensed Clinical Social Worker (LCSW); or Masters in Marriage and Family Therapy or; possess a Masters in Marriage and Family Therapy and also be Licensed Marriage and Family Therapist (LMFT) and have three (3) years of experience conducting home studies.

7. INDEPENDENT CONTRACTOR

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

8. 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.

9. 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;
2. A brief description of the functions of each position and hours each position worked;
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. 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.

10. SUBCONTRACTOR FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any Subcontractor who:
- (1.) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - (2.) 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;
 - (3.) 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
 - (4.) 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.

11. 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.

12. 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.

13. 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.

14. 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).

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) 358-6841

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. 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

17. 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.

18. 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.

V. GENERAL

A. EFFECTIVE PERIOD

This Agreement shall be effective upon execution for a period of five years, ending on June 30, 2022 unless terminated by either party pursuant to Section V.G., Termination.

B. NOTICES

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

DPSS:

Psychosocial Assessments, Deliverable Sign-Offs, and other project related materials:

Department of Public Social Services
Attn: RFA Regional Manager or designee
3610 Central Avenue, Ste 501 Third floor
Riverside, CA 92506
(951) 358-7781 (RFA Coordinator)

Invoices and other financial documents:
Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

Contracts, insurance and other administrative documents:
Department of Public Social Services
Contracts Administration Unit
Attn: Patricia Franks
P.O. Box 7789
Riverside, CA 92513
Email: pafranks@riversidedpss.org

CONTRACTOR

C. 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.

D. 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.

E. 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.

F. 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.

G. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

H. ENTIRE 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.

Exhibit A- DPSS 3776 Client Consent for Release of Information Form
This form was left blank intentionally

Exhibit B – Limits of Confidentiality Form
This form was left blank intentionally

Exhibit C - RFA-04 Resource Family Risk Assessment Form
This form was left blank intentionally

Exhibit D –DPSS Psychosocial Assessment Guide
This form was left blank intentionally

Exhibit E – Updated Psychosocial Assessment Template
This form was left blank intentionally

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: F

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

From: _____
Remit to Name

City State Zip Code

Contractor Name

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

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 CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

NAME OF ORGANIZATION
(HEREINAFTER CALLED THE "CONTRACTOR")

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR 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 CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted with the required Civil Rights Plan Update.

Date

Director's Signature

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and _____

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

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
 - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
 - F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
 - G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
 - H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
 - I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
 - J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 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 ("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 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 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 disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI 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 County 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 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:

26520 Cactus Avenue, Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number:

(951) 486-6471

**ATTACHMENT B –
LIST OF CURRENTLY CONTRACTED FOSTER FAMILY AGENCIES**

Riverside County Foster Family Agencies (FFAs)

Contract #	Name of Foster Family Agency	Physical Address
1	CS-01764-06 A Coming of Age FFA	7891 Mission Grove Parkway, Suite B Riverside, CA 92508
2	CS-01827-06 A Tender Love and Care FFA	12968 Frederick Street, Suite D Moreno Valley, CA 92553
3	CS-01766-06 ABC Foster Family Agency	1520 Brookhollow Dr., Ste. 35 Santa Ana, CA 92705
4	CS-01767-06 ALBA Care Services	14340 Elsworth Street, Suite 115 Moreno Valley, CA 92553
5	CS-01768-06 Alliance Human Services, Inc.	9166 Anaheim Pl. #225 Rancho Cucamonga, CA 91730
6	CS-01769-06 Alpha Treatment Centers	5053 Lamart Drive, Suite 107 Riverside, CA 92507
7	CS-01772-06 Ark Foster Family Agency	9645 Arrow Route, Bldg. 5, Ste. A Rancho Cucamonga, CA 91730
8	CS-02772-03 Arrow Child and Family Ministries of California	4495 Magnolia Avenue Riverside, CA 92501
9	CS-01773-06 Arrowhead Foster Family Agency	27169 Hwy 189, 2nd Floor Blue Jay, CA 92317 (note: no mail delivery here)
10	CS-01774-06 Aspiranet Foster Family Services (Moss Beach Homes)	400 Oyster Point Blvd., Suite 501 South San Francisco, CA 94080
11	CS-01775-04 Avant-Garde FFA	1655 East 6th Street, Ste. A-4C Corona, CA 92879
12	CS-01776-06 Bienvenidos FFA	501 S. Atlantic Blvd. Los Angeles, CA 90022
13	CS-01777-06 Bright Horizons FFA	1003 E. Cooley Dr. #102 Colton, CA 92324
14	CS-01778-06 California Family Life Center (Sheltering Palms)	930 N. State Street Hemet, CA 92543
15	CS-01779-06 California Institute of Health & Social Services (Children's Way FFA)	8929 S. Sepulveda Blvd; Suite 201 Los Angeles, CA 90045
16	CS-01781-06 Child Help USA FFA (Village of Childhelp)	14700 Manzanita Park Road Beaumont, CA 92223
17	CS-01783-06 Children's Plus FFA (W & W Community Development Inc.)	696 N. "D" Street San Bernardino, CA 92401
18	CS-01784-06 Community Access Network	2275 S. Main St. Ste. 201 Corona, CA 92882
19	CS-01785-06 Concept 7 Inc. FFA	13020 E. Bailey, Whittier, CA 90601
20	CS-01786-06 Creative Solutions	24760 Sunnymead Blvd, Suite 102 Moreno Valley, CA 92553
21	CS-01787-06 David & Margaret Homes, Inc.	1350 Third Street La Verne, CA 91750
22	CS-01790-06 Family Connections Christian Adoptions	1120 Tully Road Modesto, CA 95350
23	CS-01791-06 Family Health & Support Network, Inc.	74-410 US Hwy 111 #D Palm Desert, CA 92260
24	CS-01793-06 Foster Family Network (Childnet)	4155 Outer Traffic Circle Long Beach, CA 90804
25	CS-01794-06 Fred Jefferson Memorial	152 W. Walnut Street, Suite 150 Gardena, CA 90248
26	CS-01795-06 Futuro Infantil Hispano FFA	2227 East Garvey Ave. North West Covina, CA 91791
27	CS-02623-04 Greater Hope Foundation For Children	231 East Main Street Barstow, CA 92311
28	CS-01796-06 Greenhouse Family Services	1737 Atlanta Ave., Suite H2C Riverside, CA 92507
29	CS-01797-06 Guardians of Love	225 W. Hospitality Lane, Suite 302 San Bernardino, CA 92408
30	CS-01798-06 Hannah's Children Homes	9229 Utica Avenue, Suite 140 Rancho Cucamonga, CA 91730

Riverside County Foster Family Agencies (FFAs)

Contract #	Name of Foster Family Agency	Physical Address
31 CS-03123-01	Hermanitos Unidos - Siblings United FFA	158 N. Glendora Avenue, Ste G Glendora, CA 91741
32 CS-01801-06	Holy Family Services	840 Echo Park Avenue Los Angeles, CA 90026
33 CS-01802-06	Homes of Hope FFA (West Covina)	1107 S. Glendora Ave. West Covina, CA 91790
34 CS-01805-05	Indian Child and Family Services FFA (Indian Child Welfare)	27393 Ynez Road, Suite 254 Temecula, CA 92591
35 CS-01807-06	Interim Care Foster Family Agency	10251 Trademark St. Ste. A Rancho Cucamonga, CA 91730
36 CS-02355-06	International Christian Adoptions	41745 Rider Way #2 Temecula, CA 92590
37 CS-01808-06	Kamali'l Foster Family Agency, Inc.	31772 Casino Drive Ste. B Lake Elsinore, CA 92530
38 CS-01809-06	Kinship Center (Seneca)	6925 Chabot Road Oakland, CA 94618
39 CS-01810-06	Knotts Foster Family Agency	1505 West Highland Avenue, Ste. 17 San Bernardino, CA 92411
40 CS-01811-06	Koinonia Foster Homes, Inc.	3731 Magnolia Street Loomis, CA 95650
41 CS-01813-06	Litehouse Children & Family Services	12033 Jack Benny Drive #103 Rancho Cucamonga, CA 91739
42 CS-01815-06	Masada Homes Foster Family Agency	130 W. Victoria Street Gardena, CA 90248
43 CS-01816-06	McKinley Children's Center FFA	3590 Central Ave, Suite 204 Riverside, CA 92506
44 CS-01817-05	Nightlight Christian Adoptions FFA	4430 E. Miraloma Avenue, Suite B Anaheim Hills, CA 92807
45 CS-01818-06	Ninos Latinos Unidos FFA	9246 Alondra Blvd. Bellflower, CA 90706
46 CS-01819-06	Nuevo Amanecer Latino FFA	2025 N. D Street San Bernardino, CA 92405
47 CS-01820-06	Olive Crest Foster Family Agency	2130 E. 4th Street, Suite 200 Santa Ana, CA 92705
48 CS-02986-02	Pathway Family Services, Inc.	5000 California Ave. Ste. 209 Bakersfield, CA 93309
49 CS-01822-05	Positive Attitude Outlook of So. CA.	PO Box 5152 Fresno, CA 93726
50 CS-01824-06	Rosemary Children's Services	555 N. Perris Blvd. #C Perris, CA 92571
51 CS-01825-06	Serenity Infant Care Homes	600 South Grand Ave. Covina, CA 91724
52 CS-03215	Smiles and Tear Children and Family Services	925 Garey Avenue Pomona, CA 91767
53 CS-01826-06	Specialized Care Foster Family Agency	7365 Carnelian Street Suite 127 Rancho Cucamonga, CA 91730
54 CS-01828-06	There is Hope FFA	299 W. Foothill Blvd., Suite 111 Upland, CA 91784
55 CS-01829-06	TJO Fowroe Haven Homes, Inc. FFA	12321 Magnolia Ave., Suite B Riverside, CA 92503
56 CS-01832-06	Trinity Foster Care (Trinity Youth Services)	201 North Indian Hill Blvd, Suite A-201 Claremont, CA 91711
57 CS-01834-06	United Connections Foster Family Agency	11626 Sterling Ave., Ste. E Riverside, CA 92503
58 CS-01836-06	Village Foster Family Agency	6736 Laurel Canyon Blvd. Ste. 200 North Hollywood, CA 91606
59 CS-01837-06	Walden Family Services (Walden Environment)	3576 Arlington Ave., Ste. 106 Riverside, CA 92506

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



FROM: Department of Public Social Services

SUBMITTAL DATE:
October 14, 2016

SUBJECT: Approval of the Master Agreement Template with Foster Family Agencies for the provision of Psychosocial Assessment Services for five years, without seeking competitive bids. [ALL]; [Total Cost \$27,500,000.00]; [\$5,500,000.00 annually; Federal Funding 50%; State Funding 50%];

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Master Agreement Template for the provision of Psychosocial Assessment Services with qualified Foster Family Agencies, without seeking competitive bids through June 30, 2022 (Attachment A);
2. Authorize the Director of DPSS to administer Agreements with each Foster Family Agency providing Psychosocial Assessment Services to Riverside County foster youth;
3. Authorize the Director of DPSS to make future modifications to the eligible Foster Family Agency list based on the needs of the Department (Attachment B);
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to execute Agreements with individual Foster Family Agencies, exercise renewal options, and to sign Amendments that do not change the substantive terms of the Agreements.

Susan von Zabern
Susan von Zabern
Director

Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 5,500,000	\$ 5,500,000	\$ 27,500,000	\$	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: Federal Funding: 50%; State Funding 50%				Budget Adjustment: No	
				For Fiscal Year: 16-17	

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: Prev Agenda: None | **District:** ALL | **Agenda Number:**

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the master Agreement Template with Foster Family Agencies for the provision of Psychosocial Services for five years, without seeking competitive bids. [ALL]; [Total Cost \$27,500,000.00]; [5,500,000.00 annually; Federal Funding: 50%; State Funding 50%]

DATE: October 14, 2016

PAGE: Page 2 of 3

BACKGROUND:

Summary

Pursuant to State regulation, County Child Welfare Agencies, including juvenile probation, foster parent associations, and other interested community parties, shall implement the Resource Family Approval Program on or before January 1, 2017. AB 403, known as the Continuum of Care Reform (CCR), draws together a series of existing and new reforms to our child welfare services program designed out of an understanding that children who must live apart from their biological parents do best when they are cared for in committed nurturing family homes. AB 403 also provides the statutory and policy framework to ensure services and supports provided to the child or youth and his or her family are tailored toward the ultimate goal of maintaining a stable permanent family. Implementation of the Resource Family Approval Program (RFA) is a key component to the success of the CCR. RFA is a new family-friendly and child-centered caregiver approval process that improves the way caregivers (related and non-related) are approved by preparing families to better meet the needs of vulnerable children, youth and non-minor dependents (NMDs) in the county child welfare and/or probation systems.

The RFA program combines the current foster parent licensing, relative approval and adoption approval processes into a single, consistent up-front approval process that applies to all caregivers. This includes a standard background check clearance process, health screening, caregiver training, and completion of a psychosocial assessment. All of these requirements must be completed before a caregiver can be approved for placement, unless there is a need for an emergency placement. When an emergency placement occurs, the State has established a 90-day timeframe for completing the approval process. However, a few counties who have implemented the program early are experiencing longer timelines, more than 120 days on average, as caregivers, especially relatives, require more time to complete the required training and psychosocial assessments.

The psychosocial assessment is comprehensive and resource intensive to complete. In order to build sufficient capacity to support the volume of families that may require approval, several counties have opted to engage contracted Foster Family Agencies to provide this service. DPSS currently contracts with 59 Foster Family Agencies (FFA) that provide residential care and treatment services to children in placement. These agencies have indicated that they intend to convert their programs to be in compliance with the State's new requirements related to the RFA structure (see attached list). These FFA's have the appropriately credentialed staff to be able to conduct the psychosocial assessments. As such, the Children Services Division (CSD) is requesting authorization to contract with these FFAs to complete psychosocial assessments to aid in the Department's compliance with CCR/RFA requirements. In addition, DPSS currently contracts with three (3) Adoption Home Study providers (Erika Frontino, ChildNet and Lilliput) who will also be providing psychosocial assessments. The cost for an assessment will be a flat rate of \$2,000. The budget will support the completion of 2,750 assessments annually. Pursuant to state written directives, DPSS has notified the foster care providers that the resource family approval program will be implemented in Riverside County and the existing contracted FFA's have indicated an interest in providing these services. With the Board's approval of the agreements, DPSS will schedule an orientation with the FFA's to introduce them to the new agreements.

Impact on Residents and Businesses

By implementing these new agreements, Riverside County will be able to complete more assessments in order for youth to find permanency in a timely manner, as well as prevent the backlog of perspective foster caregivers awaiting approval for placement.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the master Agreement Template with Foster Family Agencies for the provision of Psychosocial Services for five years, without seeking competitive bids. [ALL]; [Total Cost \$27,500,000.00]; [5,500,000.00 annually; Federal Funding: 50%; State Funding 50%]

DATE: October 14, 2016

PAGE: Page 3 of 3

SUPPLEMENTAL:

Additional Fiscal Information

Funding for this contract is comprised of State - 50% and Federal - 50%. Budget adjustment will be requested through the EO process.

Contract History and Price Reasonableness

On June 29, 2010 (Agenda item 3.54), the honorable Board of Supervisors approved the Foster Family Agency Master Agreement Template, along with a list of recommended providers; and authorized the Director of DPSS to administer Agreements with each Foster Family Agency providing residential placements to Riverside County foster youth. These Agreements, that are still effective through the end of FY 2016/17 are outdated, in that they cover services under the old state-mandated procedures.

These new proposed agreements are the result of state mandates. DPSS' contracted foster family agencies, under the old procedures, are both qualified and eligible to provide psychosocial assessments using this new procedural requirement, and are currently serving Riverside County foster care population. "This F11 is to authorize the Department to convert all existing Foster Family Agency providers, currently contracted with the County under the now-outdated procedures, to the new approval process under this agreement. Further, this does not prevent the county from seeking additional providers through the competitive bid process.

ATTACHMENTS (if needed, in this order):

- A. MASTER AGREEMENT TEMPLATE FOR FOSTER FAMILY AGENCIES**
- B. LIST OF CURRENTLY CONTRACTED FOSTER FAMILY AGENCIES**

SvZ:pf

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Susan von Zabern

Address: DPSS
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: 11/15 **Agenda #** 3.21 & 3.23

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.