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



ITEM 3.28 (ID # 5852)

MEETING DATE:

Tuesday, April 24, 2018

FROM: PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Five-Year Agreement with Olive Crest for Wraparound Services, Beginning July 1, 2018. [All Districts]; [Aggregate Cost \$44,451,000, \$8,890,200 annually - 100% Realignment Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

- Approve and authorize the Chairman of the Board to execute agreement #CS-03822 with Olive Crest for wraparound services, in the amount of \$8,890,200 annually for five years, covering the period July 1, 2018 through June 30, 2023.
- 2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on availability of funding and as approved by County Counsel, to sign amendments that do not change the substantive terms of the agreement.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Washington, Perez and Ashley

Navs:

None

Absent:

None

Date:

April 24, 2018

XC:

DPSS, Purchasing

3 28

Kecia Harper-Ihem

Clerk of the Board

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

FINANCIAL DATA	Current Fiscal Year:		Next Fiscal Year:		Total Cost:		Ongoing Cost	
COST	\$	8,890,200	\$	8,890,200	\$	44,451,000	\$	-
NET COUNTY COST	\$	-	\$	-	\$	-	\$	-
SOURCE OF FUNDS: Realignment Funding: 100% Budget Adjustment: No						ent: No		
						For Fiscal Year: 18/19 – 22/23		

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

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

Wraparound services provide individualized, comprehensive services for youth with complex multi-dimensional issues. Wraparound services focus on building strengths of each eligible child, youth and family and are designed to address their unique and changing needs. Findings indicate that wraparound services positively impact youth who participate in the program by improving stability and reunification rates, while decreasing group home placements and re-entry into the foster care system.

Since implementation of the Riverside County wraparound program, in July 2003, a total of 1,776 unduplicated youth received services. Implementation of the wraparound program has proved to be cost-effective, ultimately enabling DPSS to invest the savings into funding additional Social Workers, as well as prevention and intervention services. Currently, 220 youth are receiving wraparound services that otherwise would have been placed in group homes. DPSS anticipates new enrollments in the wraparound program as a diversion from group home placements for the foreseeable future.

Impact on Residents and Businesses

The wraparound program provides much needed assistance to youth and families as an alternative to group home placements throughout Riverside County.

Additional Fiscal Information

Funding for this agreement was budgeted, through the normal county budget process, from realignment funding. Funds for this agreement will be budgeted through fiscal year 2023. Budget adjustments are not necessary.

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Contract History and Price Reasonableness

On August 14, 2017, Request for Quote (RFQ) # DPARC-510 for wraparound services was released on the Public Purchase website. A total of 77 potential vendors accessed the bid, which resulted in 44 vendors downloading the RFQ and other attachments. At the date of close, DPSS received 9 proposals of which 8 of those proposals were found to be responsive.

A bidder's conference was not held pertaining to RFQ # DPARC-510. Potential vendors were invited to ask questions via the online Public Purchase bid notification system. Responses were provided publicly for all respondents to view.

After thorough review, Olive Crest was identified as the lowest, most reasonable and responsible bidder.

4/16/2018

ATTACHMENTS

A. Contract CS-03822; Agreement with Olive Crest (3 copies)

Gregory Priantos, Director County Counsel 3/30/2018

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

and

Olive Crest Wraparound Services CS-03822



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List of Attachments

Attachment I – HIPAA Business Associate Agreement

Attachment II - PII Privacy and Security Standards

Attachment III - Assurance of Compliance

Attachment IV - DPSS 2076A

Attachment V -- County of Riverside Zone Listings by Zip Code

Attachment VI -- Wraparound Special Circumstance Form

Attachment VII -- Team Member Positions Roles and Responsibilities

Attachment VIII -- Wraparound Flex Fund Expenditure Form

Attachment IX -- Client Intake Measure

Attachment X -- Family Resource Scale (FRS)

Attachment XI -- Family Support Scale (FSS)

Attachment XII -- Client Exit Measure

Attachment XIII -- Wraparound Client Discharge Form

Attachment XIV -- Behavior Checklist for Ages 1.5-5

Attachment XV - Behavior Checklist for Ages 6-18

Attachment XVI -- Evaluation Summary for Caregivers

Attachment XVII--Caregiver Acknowledgement of Consent

Attachment XVIII - Evaluation Summary and Assent for Youth

Attachment XIX -- Wraparound Monthly Report

This Agreement is made and entered into this ____day of ____, 201__, by and between Olive Crest, a California non-profit corporation, (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "AAP" refers to Adoption Assistance Program.
- B. "ACIN I-74-97" refers to All County Information Notice I-74-97 which instructs counties on how to provide service alternatives to eligible children in, or at risk of, group home care by using the State foster care maintenance payment to provide wraparound services; specifically SB (Senate Bill) 163 permits counties to use existing state foster care dollars for children or youth in or at risk of being placed in a rate classification level (RCL) 10-14 group home facilities. Funds diverted under this program may be used to provide a broader array of service alternatives. Additional information pertaining to SB 163 may be found at: http://www.leginfo.ca.gov/statute.html (California legislative information website) or http://www.cdss.ca.gov. (California Department of Social Services website.)
- C. "Board of Supervisors" refers to the County of Riverside's Board of Supervisors.
- D. "Billable day" refers to time worked on behalf of a client which DPSS will be expected to pay.
- E. "CFT" refers to the Child and Family Team which is comprised of the youth and family and all of the ancillary individuals who are working with them toward their successful transition out of the child welfare system. The team process begins with the initial interactions between the child welfare worker and the youth and family, a small informal team working together to identify the youth and family's strengths and underlying needs. As these strengths and needs are identified, the original team expands to include other members as necessary and appropriate.
- F. "CFTM" refers to Child and Family Team Meeting.
- G. "CSD" refers to Riverside County Department of Public Social Services Children's Services Division.
- H. "Comprehensive Mental Health Services" refers to two (2) categories of services which are clinical services and community-based services.
- I. "CONTRACTOR" refers to any employee, agent, or representative of the contract company used in conjunction with the performance of services under this Agreement.
- J. "COUNTY" and/or "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. For purposes of this Agreement, DPSS and COUNTY are used interchangeably.
- K. "EPSDT" refers to Early and Periodic Screening, Diagnostic, and Treatment mandates which require the provision of comprehensive services (to include mental health and developmental services) for infants, children, and adolescents enrolled in Medicaid which shall include, but is not limited to, the following mental health services:
 - i. comprehensive community-based services:
 - ii. basic living skills redevelopment:
 - iii. social skills redevelopment;
 - iv. crisis/behavior management;
 - v. family engagement services;
 - vi. immediate crisis stabilization:
 - vii. intervention team development:

- viii. case planning that includes strength, need, and community involvement;
- ix. on-going crisis and safety planning;
- x. case tracking;
- xi. transitional planning:
- xii. case management;
- xiii. team meetings; and
- xiv. crisis stabilization teams.

Clinical Services (group rehabilitative treatment):

- i. individual and family therapy
- ii. substance abuse treatment:
- iii. mobile crisis intervention; psychiatric and psychological assessment;
- iv. medication management:
- v. in-home therapy;
- vi. specialized therapy;
- vii. day treatment:
- viii. office based therapy; and
- L. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- M. "Home-like Setting" refers to a relative caregiver home or foster family home.
- N. "Intensive Care Coordination (ICC)" refers to a service that is responsible for facilitating assessment, care planning and coordination of services, including urgent services (for children/youth who meet the Katie A. Subclass criteria).
- O. "Intensive Case Management" refers to the management and monitoring of the phases of intervention as services are provided to a specific child, youth, and family.
- P. "Intensive Home Based Services (IHBS)" are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child/youth and his/her significant others and to help the child/youth develop skills and achieve the goals and objectives of the plan.
- Q. "Life Domains" shall mean the basis for the Plan of Care (POC) created by the family and team members which guides the family's process through wraparound. They include safety, financial, cultural/spiritual, education, recreational, housing, family, legal, emotional/ behavioral, social relationships, health/medical, and work/vocational.
- R. "Licensed Clinical Therapist" refers to Marriage and Family Therapist (MFT), Licensed Clinical Social Worker (LCSW), Licensed Educational Psychologist (LEP), Psychologist, or a direct supervised status as a Marriage and Family Therapist Intern (IMF), Associate Clinical Social workers (ASW), or Psychological Assistant. Credentials of all facilitators must be current, active, and in clear status with the State of California Board of Behavioral Science or California Board of Psychology for the entire duration of the contract.
- S. "NMD" shall refer to Non-Minor Dependents, in foster care under the placement and care responsibility of the county welfare department, county probation department who has a transitional independent living case plan pursuant to Section 475(8) of the federal Social Security Act (42 U.S.C. Sec. 675(8)), as contained in the federal Fostering Connections to Success and Increasing Adoptions Act of 2008 (Public Law 110-351), as described in Section 11403.
- T. "NREFM" shall mean Non-Related Extended Family Members.

- U. "Parent Partners" refers to selected parents who have successfully navigated through the Child Welfare System and reunified with their children in order to provide assistance and encouragement to other parents who are currently involved in the Child Welfare System. Parent Partners use their own experience to strengthen and support parents, and honor their ability to draw on family strengths and resources to facilitate timely reunification of their children.
- V. "POC" refers to the Plan of Care which is an assessment of the family, child or youth that has been conducted. The developed plan serves to address their unique strengths and needs through the provision of specific services and interventions.
- W. "RCL" refers to the rate classification level as established by the California Foster Care Rates Bureau.
- X. "Safe Families" are volunteer families who are specially trained and have the required clearances to meet the standards of the contract. These families are located throughout Riverside County and may be available for short term respite care for wraparound children/youth and/or their siblings.
- Y. "Staffing" refers to a meeting with key stakeholders to discuss case plans for youth/families.
- Z. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the CONTRACTOR with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- AA. "Subcontractor" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another subcontractor.
- BB. "Team Members" refers to identified members of the CONTRACTOR staff, DPSS staff and Parent and Youth Partners that serve as members of the Youth and Family Intervention team, providing services to mitigate identified issues that block the independent functioning of the family being served, promote self-sufficiency and the termination of court-ordered dependency.
- CC. "Transportation" refers to transporting children/youth and their families to and from doctor appointments, case services meetings, and therapy.
- DD. "WFI-EZ" refers to the Wraparound Fidelity Index, EZ.
- EE. "Wraparound Services" refers to community-based in-home intervention services that recognize the unique strengths and needs of the children/youth and family and includes the delivery of coordinated services to address those needs.
- FF. "Wraparound Team" refers to the child/youth, their family members, the facilitator, the family specialist, the parent partner, community members the family invites to participate, and any other professional staff including the social worker and therapist deemed necessary to assist the family in meeting the goals of their POC.
- GG. "Youth Partners" refers to youth who have successfully navigated through the Child Welfare System who may help and encourage other youth who are currently involved in the Child Welfare System. Youth Partners will use their own experience to strengthen and support youth, and participate in child welfare meetings and events in order to provide the perspective of youth within the Child Welfare System.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services as outlined and specified in Schedule B, Scope of Services, at the prices stated in Schedule A, Schedule, Terms, and Method of Payment, and Attachment I HIPAA Business Associate Agreement, Attachment II PII Privacy and Security Standards, Attachment III Assurance of Compliance, and Attachment IV DPSS 2076A.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective July 01, 2018 and continue through June 30, 2023, unless terminated earlier. The CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

COMPENSATION

The COUNTY shall pay the CONTRACTOR for services performed, products provided or expenses incurred in accordance with Schedule A, Schedule, Terms, and Method of Payment. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to the COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY or DPSS for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. There shall be no legal liability for payment on the part of the COUNTY or DPSS beyond June 30 of each year unless funds are made available for such payment by the COUNTY Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. DPSS shall make all payments to the CONTRACTOR that were properly earned prior to the unavailability of funding.

6. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on the CONTRACTOR stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY.
- C. After receipt of the notice of termination, CONTRACTOR shall:
 - (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event the CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waivers of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of the COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent the COUNTY from enforcing the terms of the Agreement.

8. TRANSITION PERIOD

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

- a. The CONTRACTOR shall, upon written notification from DPSS, negotiate in good faith a transition plan with a successor within a minimum of sixty (60) days to determine the nature and extent of the transitioning of services. The transition plan for each service type shall be subject to DPSS' approval and shall specify:
 - (1.) List of clients that include:
 - (a.) Current contact information;
 - (b.) Assigned social worker.
- b. Discharge summary that includes:
 - (1.) Services received;
 - (2.) Number of hours of services completed;
 - (3.) On-going service recommendations:
 - (4.) Date for transferring responsibilities.
- c. The CONTRACTOR shall provide DPSS with copies of client files.

9. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

- A. The CONTRACTOR covenants that it presently has no interest, including but not limited to other projects or contract, and shall not require any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interest, if any, which are or may be perceived as incompatible with the COUNTY's interests.
- B. The CONTRACTOR shall not, under any circumstances which could be perceived as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

10. RECORDS, INSPECTIONS, AND AUDITS

A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement shall be subject to inspection and test by the COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting CONTRACTOR's performance through any combination of on-site visits, inspections, evaluations and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit him/her access to all necessary locations, equipment, materials or other requested items.

- B. The CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. The CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, State and Federal audits are completed, whichever is later.
- C. Any authorized COUNTY, State or the Federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary; and shall have the same right to monitor or inspect the work or services as the COUNTY.
- D. If the CONTRACTOR disagrees with an audit, the CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare, according to generally-accepted government accounting standards, and file with COUNTY its own certified financial and compliance audit. The CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient procedures to self-monitor quality of services/products under this Agreement and shall permit COUNTY representative or other inspector, to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

11. CONFIDENTIALITY

- A. As required by applicable law, COUNTY and the CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement ("confidential information"). Confidential Information includes, but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure, COUNTY operational proceeds; and knowledge of sections of contractors, subcontractors or suppliers in advance of official announcement. The CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. The CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. The CONTRACTOR shall comply with Welfare and Institutions Code Section 10850.
- B. The CONTRACTOR shall take special precautions, including but not limited to sufficient training of CONTRACTOR staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. The CONTRACTOR shall ensure case record or personal information is kept confidential when it identifies an individual by name, address, or other specific information. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of confidential information. The CONTRACTOR shall not disclose such information to anyone other than the COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by the COUNTY.

12. PERSONALLY IDENTIFIABLE INFORMATION

A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may collected performing administrative functions on

behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.

- B. The CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et.seq, and 45 CFR 205.50 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure requires the express approval in writing of the COUNTY. The CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
- C. The CONTRACTOR agrees to the privacy and security standards in Attachment II. When applicable, the CONTRACTOR shall incorporate the relevant provisions of Attachment II into each subcontract or subaward to subcontractors.

13. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its departments (including DPSS), agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of the CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), defend County Indemnitees in any such claim or action. 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 claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. The CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving the COUNTY from any liability for the action to claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless COUNTY.

14. 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.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM 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.
- C. The CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. 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) calendar days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- E. 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.
- F. 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.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 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.

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.

16. 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.

17. 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.

18. 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.

19. INDEPENDENT CONTRACTOR

It is agreed that the CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties. The CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of the COUNTY including but not limited to workers' compensation, retirement or health benefits. The COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. The CONTRACTOR agrees to hold the COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. The CONTRACTOR agrees to indemnify and defend, at its sole expense and cost (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), the COUNTY, its officers, agents and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

20. USE BY POLITICAL ENTITIES

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside COUNTY and under certain circumstances entities located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

21. LICENSES AND PERMITS

If applicable, the CONTRACTOR shall be licensed and have all permits as required by Federal, State, County or other regulatory authorities at the time the proposal are submitter to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that is has all necessary permits, approvals, certificates, wavers and exceptions necessary for performance of this Agreement.

22. NO DEBARMENT OR SUSPENSION

The CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a Federal department or agency; has not within a three-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; is 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 has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

23. 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 or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon the CONTRACTOR to the same extent as they are upon COUNTY.

24. 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 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 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. 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.
- C. 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).

25. PERSONNEL

- A. Upon request by COUNTY, the CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
 - (1) All staff who work full or part-time positions by title, including volunteer positions; and
 - (2) A brief description of the functions of each position and hours each position worked; and
 - (3) The professional degree, if applicable and experience required for each position.
- B. COUNTY 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 occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. COUNTY 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.

C. Background Checks

CONTRACTOR shall conduct criminal background records checks on all individuals 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. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal

Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin."

D. EDD reporting requirements. CONTRACTOR shall provide required data and certification to the COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by Employment Development Department (EDD). Failure to submit the documentation or failure to comply when all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

26. LOBBYING

- A. The CONTRACTOR shall ensure no federal appropriate funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

27. ADVERSE GOVERNMENT ACTION

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

28. SUBCONTRACTS

- A. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:
 - Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a Federal department or agency;
 - (2) Has within a three-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 three-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 fully responsible for the acts or omissions of its subcontractors and the subcontractor's employees.
- C. The CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of the CONTRACTOR and the COUNTY.

29. 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 COUNTY for, or apply any sums received from COUNTY, 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 COUNTY.

30. ASSIGNMENT

The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

31. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

32. GOVERNING LAW

This Agreement shall be governed by 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 Superior Court for the State of California or the U.S. District Court located in Riverside, California.

33. DISPUTES

- A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
- B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

34. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

35. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

The CONTRACTOR shall complete the "Assurance of Compliance with the Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as Attachment III. The CONTRACTOR will sign and date Attachment III and return it to COUNTY 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.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Programs

Civil Rights Complaints should be referred to:

Civil Rights Coordinator Riverside County Department of Public Social Services 7894 Mission Grove Parkway, Suite 100 Riverside, CA 92508 (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.

36. NOTICES

All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

DPSS:

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

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

Contractor:

Olive Crest Donald Verleur, CEO 2130 E. Fourth St, Ste. 200 Santa Ana, CA 92705

Contractor "Remit To" address: Olive Crest Donald Verleur, CEO 2130 E. Fourth St, Ste. 200 Santa Ana, CA 92705

37. SIGNED IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

38. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment or letter of concurrence signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

39. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof; and all prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

A 11 1 101 1 5 5 5 1					
Authorized Signature for Olive Crest	Authorized Signature for County				
1) Mallallalla	Church Wof				
Printed Name of Person Signing.	Printed Name of Person Signing:				
Donald Verleur	Chuck Washington				
Title:					
	Title:				
CEO	Chair, Board of Supervisors				
Date Signed:	Date Signed:				
3/20/2018	3				
2/20/20/8	APR 2 4 2018				

FORM APPROVED COUNTY COUNSEL BY: 3/21/18
DANIELLE D. MALAND DATE

ATTEST:

KECA HARPER-IHEM CIE

DEPUTY

A.1 MAXIMUM AMOUNTS -ANNUAL AND AGGREGATE TOTALS

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2018 through June 30, 2019	\$8,890,200.00
July 1, 2019 through June 30, 2020	\$8,890,200.00
July 1, 2020 through June 30, 2021	\$8,890,200.00
July 1, 2021 through June 30, 2022	\$8,890,200.00
July 1, 2022 through June 30, 2023	\$8,890,200.00
Total	\$44,451,000.00

A.2 UNIT OF SERVICE

- a. CONTRACTOR shall be paid for each unit of service, where one (1) unit represents one client (child/family) per month, as follows:
 - i. CONTRACTOR shall be reimbursed \$2,245 per client, per full month of service
 - ii. Related to proration, CONTRACTOR shall be reimbursed \$73.80 per billable day
 - iii. In the event that more than one (1) child in a family receives Wraparound services, DPSS shall pay \$2,245 times the number of children in the family receiving Wraparound services; (i.e. three siblings living with the same caregiver in the same household receiving Wraparound services, DPSS shall pay \$2,245 x 3 = \$6,735 per full month of service.

b. Flexible (flex) Fund Expenditures

- i. In addition to unit of service costs, the CONTRACTOR may utilize a maximum of ten (10) percent per month of the maximum reimbursement amount for flex fund expenditures.
- ii. Flex fund expenditures shall be calculated as follows:
 - (a.) Number of occupied slots x unit of service cost = monthly reimbursement amount x ten (10) percent.
- iii. Flex Funds may only be utilized as described in Schedule B.

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. The CONTRACTOR will be paid the actual amount of each approved monthly invoice for payment that is accompanied by a copy of the referral and Monthly Client Log which shall include but not limited to the following:
 - 1. Client Name
 - 2. Last four digits of client SSN
 - 3. Referral Date
 - 4. Name of person who referred client
 - 5. Date service begins
 - 6. Date services completed

The COUNTY may delay payment if the required supporting documentation is not provided or other requirements are not met.

- b. The following supporting documentation must be included with reimbursement submissions related to Flex Fund expenditures:
 - 1. Client Purchases
 - a. Description of item
 - b. Client signature log including date, client name, item issued, program, client signature
 - c. Proof of payment including copy of check and purchase receipt
 - 2. Out of COUNTY Travel (as applicable)
 - a. Copy of invoice or receipts
 - b. Proof of payment including copy of check or invoice, copy of transportation and lodging receipts
 - c. Lodging, transportation, and rental car reimbursements shall adhere to current COUNTY guidelines:
 - (i) Lodging

Actual cost for lodging shall not exceed \$159 per night inclusive of all occupancy and accommodation taxes and other room related taxes and fees.

(ii) Transportation

Actual cost of common carrier services, including taxicabs and car rentals, when necessary shall be allowed. Travel in business class, first class or any category on any flight above the coach/economy level is allowable if (1) the traveler pays the cost difference or (2) can document that no other option exists and the selected flight is the only option for travel.

(iii) Rental cars

Actual costs evidenced by a copy of the receipt and inclusive of all related taxes and other rental fees must be submitted along with copies of gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle.

- 3. Medi-Cal Billing
 - The CONTRACTOR shall bill/invoice Medi-Cal for all claimable expenses prior to billing DPSS.
- 4. Adoption Assistance Program

The CONTRACTOR must identify clients when Adoption Assistance Program (AAP) is being requested within the Monthly Client Log. A maximum of twenty (20) slots may be used for AAP.

- c. All payment claims shall be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- d. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A, 2076B (Attachment IV).
- e. CONTRACTOR invoice estimates for May and June are due no later than June 5. Actual CONTRACTOR invoices for May and June are due no later than July 30.

A.4 CONSUMER PRICE INDEX

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

A.5 FINANCIAL RESOURCES

During the term of this Agreement, the CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. The CONTRACTOR confirms there has been no material financial change in the CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.6 DISALLOWANCE

If the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement terms, the CONTRACTOR shall promptly refund the disallowed amount to COUNTY; or, at its option, COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

B.1 SCOPE OF SERVICES A. OBJECTIVES

- 1. To provide individualized, comprehensive services for children and adolescents demonstrating behavioral concerns to allow them to remain/return to a lower level of care in a family setting.
- 2. To provide supportive partnering with families in order to promote success, safety, well-being, and permanence within the home, school, and community.

B. OUTCOMES

Per Wraparound guidelines, the following are anticipated outcomes for participating youth:

- 1. ¹After completion of the wraparound program, 70% of participating youth will demonstrate a completion of individualized family plan goals using the DPSS generated Discharge Summary which must be administered to clients at the time of discharge and subsequent to graduation from the Wraparound program.
- 2. Upon completion of the wraparound program, participating youth will demonstrate a 10% decrease in behavior issues as identified by the Child Behavior Checklist. Outcomes will be measured by the difference in scores between the DPSS generated Parenting Sense of Competence Scale, which must be administered to clients prior to participation in the program and subsequent to graduation from the Wraparound program.
- 3. 80% of participating children will remain in a home setting while receiving Wraparound services; excluding referrals that close within the first 90 days.
- 4. 75% of children who have successfully graduated from the Wraparound program are placed with their parents/legal guardians or other relatives or Resource Family at the time of graduation; excluding referrals that close within the first 90 days.
- 5. CONTRACTOR will track and report data of placement setting for children with their families six (6) months after successful graduation from the Wraparound program, as indicated by after-care follow up phone calls. 0% of children will score 80% or above in 8 of the 10 best practice goals on the Wraparound Fidelity Index-4 (WFI-EZ).

Per Wraparound guidelines, the following are anticipated outcomes for primary participating parent/caregiver:

- 1. After completion of the Wraparound program, the primary participating parent/caregiver will demonstrate a 46% increase in perceived family social support as measured by a difference in scores from the DPSS generated Family Support Scale, which must be administered to clients prior to participation in the program and subsequent to program participation completion.
- 2. After completion of the Wraparound program, the primary participating parent/caregiver will demonstrate a 15% increase in perceived family resources as measured by a difference in scores from the DPSS generated Family Resource Scale, which must be administered to clients prior to participation in the program and subsequent to graduation from the Wraparound program.

¹ Results generated by the evaluation tools during the first year of implementation will be used to establish a baseline for determining appropriate percentages of change for targeted program objectives. In subsequent years, changes to target program objective percentages may be modified based on the collected data.

3. 75% of families who successfully graduated from Wraparound will still be utilizing community-based services six (6) months after graduation.

C. DPSS RESPONSIBILITIES

- 1. Assign staff to be liaison between DPSS and the CONTRACTOR.
- 2. 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.
- 3. Track outcome data to determine if 80% of children who are receiving Wraparound services do not have another substantiated allegation of abuse/neglect while enrolled in the Wraparound program.

D. CONTRACTOR RESPONSIBILITIES

- 1. GENERAL RESPONSIBLITIES
 - a. Assign staff to liaison between the CONTRACTOR and DPSS.

2. GEOGRAPHIC AREAS

CONTRACTOR shall provide services throughout Riverside County up to and including the Riverside County Arizona/California (Blythe) state line as referenced in Attachment V.

3. SERVICE DELIVERY REQUIREMENTS

- a. The target population for the Wraparound Program are children and youth who are dealing with serious emotional and behavioral disorders. The Wraparound program may also assist parents and caregivers who have also been identified as needing intensive support services.
- b. The CONTRACTOR shall only serve children referred by DPSS, targeting Riverside COUNTY dependent children, Non-Minor Dependents (NMD) and/or Adoption Placement Youth (APY) with significant mental health and/or behavioral issues, who are transitioning home, to a home-like setting, from residential-based services or who are at risk of requiring placement into a higher level of care. Referred dependents entering the program prior to age eighteen (18) may continue receiving service until the child ceases to be a dependent of DPSS or reaches the age of twenty-one (21), whichever occurs first.
- c. CONTRACTOR shall provide intensive case management and comprehensive mental health services, available 24/7, if necessary, throughout Riverside County to all children/youth and their families who are enrolled in the Wraparound program. Case management services must include immediate crises stabilization and intervention. Additionally, CONTRACTOR shall provide wraparound services to Riverside County dependents in adjacent Southern California Counties, such as Orange County, San Bernardino, San Diego and Los Angeles with the approval of Riverside County DPSS CSD.
- d. CONTRACTOR shall be Medi-Cal certified and will bill Medi-Cal prior to the COUNTY for all eligible services and clients.

- e. CONTRACTOR shall obtain, provide, utilize, and maintain capacity to communicate with DPSS by means of electronic mail (e-mail), fax, telephone, voice mail and/or phone messaging service.
- f. Offer services in the client's preferred language. When this is not possible, CONTRACTOR shall be responsible for appropriate interpretation and translation services, to include American Sign Language (ASL).
- g. CONTRACTOR shall ensure access to services, and provide transportation to children/youth and their families to Wraparound services as needed.
- h. CONTRACTOR shall maintain the capacity to serve an average on-going caseload of up to 300 children or youth and their families. Twenty (20) slots may be used for the Adoption Assistant Program (AAP) contingent on CSD approval.
- CONTRACTOR shall coordinate wraparound services, as needed, for children/youth and their families with the DPSS Children Services Division (CSD), the Riverside University Health System- Behavioral Health (RUHS-BH), Community Health Agency (CHA), and community providers which may include, but are not limited to:
 - a. Group rehabilitative treatment
 - b. Individual and family therapy
 - c. Substance abuse treatment
 - d. Mobile crisis intervention
 - e. Psychiatric and psychological assessment
 - f. Medication management
 - g. In-home therapy
 - h. Day treatment
 - i. Office based therapy

4. PLAN OF CARE (POC) & SUPPORT SERVICES

- a. CONTRACTOR shall develop a POC and support services for each child/youth and their family which recognizes phases of progression from dependency to self-sufficiency. Plan development shall include, but not be limited to the following:
 - (i) Referral Services

CONTRACTOR shall:

- a. Make available a 24/7 phone message system and/or cellphone line answered by a live person.
- b. Accept referrals Monday Friday from 8:00 a.m. to 5:00 p.m., by phone and/or e-mail.
- c. Make initial contact with families within two (2) business days of the approved start date.
- d. Initiate and coordinate the initial orientation and face-to-face meeting.
- e. Upon request, conduct staff meetings to meet with group home/foster home or any other relevant personnel to obtain information regarding youth behavior, successful interventions, and case information.
- b. Wraparound Placement

CONTRACTOR shall:

- i. Meet face-to-face with family or youth (Youth/Families will not be counted as a "placement" until at least one (1) face-to-face meeting has occurred).
- ii. Develop a Safety Plan with the family.
- iii. Document all meetings with clients in writing or electronically and maintain in the client file.
- iv. Review family history.
- v. Identify children/youth strengths.
- vi. Identify barriers blocking the independent functioning of the family.
- vii. Allow for the family to identify their issues and intervention needs.

c. POC Establishment

CONTRACTOR shall:

- i. Schedule family team meeting(s) (FTM) no later than three (3) weeks following the initial face to face meeting. If a FTM is not held within the three (3) week time frame, a Special Circumstance Form (Attachment VI) must be completed and maintained in the client file.
- ii. Prepare the family mission statement and identify strengths.
- iii. Communicate with DPSS regarding the status of child/youth and their families and ensure that the Court's Case Plan objectives are integrated into the wraparound plan.
- iv. Prepare family goals and quantifiable objectives per Wraparound Life Domains (source: http://www.rtu.pdx.edu/nwi/index.htm or http://www.emqff.ort/EMQTraining/training/fpi/index.shtml).
- v. Identify interventions, set a schedule of intervention, and set measurement of intervention.
- vi. Set Goal Review Schedule.
- vii. Include all team members (facilitators, behavioral specialists, parent partners, DPSS social workers and any other needed stakeholders such as therapist, probation officer, etc.).
- viii. Include a copy of the POC with signatures of all participants within eight (8) weeks of the initial face-to-face date. If not, a special circumstance form must be completed and maintained in client file.

d. Case Management and Placement Support

CONTRACTOR shall ensure that the following components of case management and placement support are met:

- i. Provide general support
- ii. Maintain focus on the family, and supports the team on goals and objectives.
- iii. Set time lines.
- iv. Keep roles clear between team members as referenced in Attachment VII.
- v. Move the family toward completion of court involvement.
- vi. Review the progress of goals and objectives.
- vii. Allow for changes in goals and objectives, as needed, and as approved by DPSS.

e. Client Communication

CONTRACTOR shall ensure that:

- Parent Partners make face-to-face contact with the Parent or Caregiver a minimum of one (1) time per week, unless otherwise documented and approved by the team. On such occasions, a special circumstance form must be completed and maintained in the client file.
- ii. Behavioral Specialist make face-to-face contact with youth a minimum of one (1) time per week, unless otherwise documented and approved by the team. On such occasions, a special circumstance form must be completed and maintained in the client file.

f. Child and Family Team Meetings (CFTM)

CONTRACTOR shall:

- i. conduct a CFTM, at a minimum of one (1) time per month.
- ii. schedule CFTMs with DPSS and Team Members.
- iii. send minutes for meetings to DPSS and Team Members.
- iv. document and maintain minutes in the case file.
- v. send agendas for meetings to DPSS prior to meeting occurrence.
- vi. provide a weekly plan that includes CFTM's, therapy sessions, one-on-one's with Parent and Youth Partners and Behavioral Specialists, to DPSS by Friday of each week.

g. Emergency Intervention and Crisis Stabilization

CONTRACTOR shall:

- i. Notify DPSS by telephone, email and/or facsimile of any emergency situations within twenty -four (24) business hours of occurrence.
- ii. Report all after-hour emergencies to DPSS within twenty-four (24) business hours of occurrence.
- iii. Maintain a log which indicates the date, time and status of emergency and the date and time of the response. If a timely response is not met a Special Circumstance Form (Attachment VI) must be completed and maintained in client file.
- iv. Respond to family within one (1) hour via telephone or in person.

h. Coordination with DPSS Staff

CONTRACTOR shall:

- i. Meet with DPSS to discuss active preventive measures whenever placement appears to be in jeopardy.
- ii. Prepare ongoing quarterly updates on either new POC or updates to the existing POC.

Coordination with Parent and Youth Partners.

CONTRACTOR shall:

- i. Meet with Parent/Youth/Partners, and/or Behavioral Health Specialist as appropriate to discuss active preventive measures whenever placement appears to be in jeopardy.
- ii. Coordinate with Parent/ Youth Partners, and/or Behavioral Health Specialist as appropriate in order to prepare ongoing quarterly updates on either new POC or updates to existing plan.

j. Flexible (Flex) Funds

(i) General Flex Fund Usage

To utilize flex funds, the CONTRACTOR shall ensure that:

- a. Flex funds are only used to meet urgent short-term needs for enrolled Wraparound families which relate to sustaining the child/youth in their home.
- b. Flex funds are to be accessed solely as a means of last resort by the Wraparound Team, and included in the current approved child/family plan of care. Flex funds are not to be used to provide core Wraparound services intended to be funded through the unit of service re-imbursement to the provider. Rather, they are to be used to fund additional services that would otherwise be unavailable to clients.
- c. In situations where the POC is being developed and is not completed, Flex Funds may be utilized with prior CSD approval.
- d. Prior to the usage of flex funds, the Wraparound Team must first explore if needs can be met by the family, community, and other funding sources. CONTRACTOR shall not utilize flex funds to provide core Wraparound services intended to be funded through the agreed upon unit of service reimbursement.

(ii) Flex Fund Usage with Medi-Cal

- a. Flex funds may be used for non Medi-Cal allowable costs incurred to support the family (beyond services required by contract fundraising) and may include but not limited to:
 - i. Engagement activities
 - ii. Incentives
 - iii. Educational programs and assistance with basic needs support
- b. Flexible funds may be used for travel out of the COUNTY to serve clients which may require airfare and car rental expenses; however, COUNTY approval is required by written authorization prior to utilization of funds for this expense. The CONTRACTOR must complete the Wraparound Flex Fund Expenditure Form to qualify for reimbursement (Attachment VIII).

(iii) Flex Fund Reimbursement

- a. Flex fund reimbursement is contingent on the expenditure being consistent with the child/family plan of care, completion of the Wraparound Expenditure Form, and CSD approval.
- b. Flex fund expenditures shall generally not exceed \$300 per youth per month. CONTRACTOR must notify CSD of all anticipated flex fund expenditures exceeding \$300.
- c. Flex fund expenditures in excess of \$300 may be approved by CSD in exceptional situations. With such circumstances, the CONTRACTOR shall be required to inform the CSD liaison as soon as possible, but no later than within three (3) business days after expense of emergency. CONTRACTOR shall provide justification and outline the steps that were taken to utilize flex funds as a last resort, whether anticipated or unanticipated.

k. Exit-Transitional Services

CONTRACTOR shall:

- i. Develop plans for family self-sufficiency and termination of court ordered dependency from DPSS.
- ii. Set plans for accessing community assistance during times of crisis, and provide linkage services to community support systems.
- iii. Inform the DPSS liaison of case closures as soon as possible, but no later than two (2) weeks of the final case termination date.

5. DISCHARGE

CONTRACTOR shall provide the following additional services, upon reasonable request of DPSS and/or family:

a. Pre-Discharge/Aftercare Planning

In circumstances when the discharge date has been communicated by CSD to the CONTRACTOR, service shall include the Case Manager, the client and their respective families (and/or guardians or caretakers) meeting for a period of no less than four (4) to six (6) weeks prior to exit from the program; individual and family/caretaker counseling is provided pertaining to post-program objectives, general planning, strategy development and outpatient referrals as needed for families.

b. Post-Discharge Follow-up/Aftercare

Service shall include aftercare follow-up calls by the CONTRACTOR to assist in a smooth transition after the family has gained self-sufficiency. Participants and families are contacted actively, on a periodic basis and given an 'outcome survey' consultation via phone to assess if there are any continuing needs at the six (6) month and one (1) year point.

c. Indefinite Aftercare Accessibility

CONTRACTOR shall be available for ongoing consultation needs (initiated by the family/exclient) when/if needs arise for an indefinite period of time. This includes, but is not limited to the provision of outpatient referrals related to housing, mental health/psychiatric services, employment opportunities, college transitioning, chemical dependency support groups, and other referrals as needed/requested.

d. Aftercare Drop-In Group

Aftercare support groups scheduled by the CONTRACTOR, may be led by Wraparound Team Members, Mental Health Professionals or qualified Community Partners and will be held every other month in order to gain further support, network with other families, vocational opportunities, community resource linkages, parenting education, understanding the court system, problem solving skills, conflict management, and referrals for any unmet needs. The aftercare drop-in group shall be open to previous Wraparound families in addition to current families served. Transportation may be provided or arranged for these groups and will include guest speakers from the community as well.

E. ADMINISTRATIVE REQUIREMENTS

1. Records Management

CONTRACTOR shall:

- Maintain individual files for each child/youth and family served under the Wraparound program. These files will contain, but are not limited to the following:
 - i. Child/youth's referral from DPSS to the CONTRACTOR
 - ii. Original POC
 - iii. Initial Consultation
 - iv. Safety Plan
 - v. Transition Plan, as applicable
 - vi. All updated/revised POCs and Reviews
 - vii. Records of services provided to child/youth and their families
 - viii. Log of flex fund requests and deliverables, as applicable
- b. Maintain a tracking log of clients who are referred, placed in a wraparound slot, and terminated.
- c. Maintain all client records in such a manner to ensure client confidentiality and be HIPAA compliant.

2. Personnel Administration

CONTRACTOR shall:

- Maintain personnel files for each staff member providing services.
- b. Provide background checks (DOJ) on employees at the CONTRACTOR's expense.
- Provide annual training to employees on Wraparound values and service delivery methods from professionals with a minimum of two (2) years experience in Wraparound services.
- d. Provide a listing of team member positions (see Attachment VII as an example). Team Member positions cannot go unfilled for more than one (1) quarter and will be based on the current client caseload at that time.

3. Staffing Requirements

All therapy delivered to Wraparound enrolled clients must be provided by a licensed clinician or supervised registered intern who is current, active, and in clear status with the California Board of Behavioral Science.

- i. Licensed Marriage and Family Therapists (LMFT)
- ii. Licensed Clinical Social Workers (LCSW)
- iii. Licensed Professional Clinical Counselor (PCCI/LPCC)
- iv. Master's Level Licensed Board Certified Behavior Analyst (BCBA) (used specifically for special needs and autistic clients)
- v. Licensed Psychologists, or
- vi. In direct supervised status as an Associate MFT (Supervised Associate), LCSW Associate, LPCC Intern, or Psychological Assistant.

4. Quality Assurance

CONTRACTOR shall:

- a. Ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.
- b. Maintain policies and procedures for reporting suspected incidents of child abuse and neglect and ensure that staff who provide services know how to recognize and report such abuse.

B.2 DATA EVALUATION & REPORTING

- 1. Evaluation Tools
 - a. CONTRACTOR shall administer the following evaluation tools listed below to DPSS CSD clients (Attachments VIIII - XV):
 - i. Client Intake Measure
 - ii. Family Resource Scale (FRS) (Dunst, 1988)
 - iii. Family Support Scale (FSS) (Dunst, 1988)
 - iv. Client Exit Measure
 - v. Discharge Summary
 - vi. Child Behavior Checklist for Ages 1.5-5 (CBCL) (Achenbach & Rescorla, 2000)
 - vii. Child Behavior Checklist for Ages 6-18 (CBCL) (Achenbach & Rescorla, 2001)
 - b. Additional evaluation tools proposed by the CONTRACTOR must be approved by CSD-PEU. The CONTRACTOR must provide justification, literature citations and/or references (National Registry of Evidence-based Programs and Practices (NREPP), California Evidence-Based Clearinghouse for Child Welfare (CEBC), etc.) that demonstrate evidence-based effectiveness of the proposed additional evaluation tools.

2. Evaluations

CONTRACTOR shall:

- a. Complete the CANS, FACI 8 and CAFAS reports and submit the information to RUHS-BH. RUHS-BH shall utilize all information gathered from the above referenced reports to complete the WFI-EZ report.
- b. Have clients and families who receive services as specified by the state and DPSS complete the RUHS-BH WFI-EZ Evaluation.
- c. Gather all WFI-EZ Evaluations for client and families who agree to participate with the surveys every month and submit documents to RUHS-BH.
- d. Assist RUHS-BH with obtaining client and case information for evaluation purposes.

3. Outcomes

CONTRACTOR shall adhere to the following:

- a. In cases where Wraparound program outcomes were not met, CONTRACTOR shall provide detailed participant narratives identifying all extenuating circumstances.
- b. If one (1) or more of the specified outcomes is not met, CONTRACTOR shall provide a detailed narrative identifying extenuating circumstances. In the case of client(s) not utilizing community based services for at least six (6) months after graduation,

CONTRACTOR shall provide a log that offers evidence that at least three (3) attempts were made to engage the child or family.

4. Monthly Summary Report

- a. CONTRACTOR shall prepare a monthly program status report. An electronic copy of this report shall be submitted to DPSS CSD at PDRreports@rivco.org by the 20th of the month following the month when services were rendered (i.e., July report will be due August 20th). Exceptions will be made if the 20th is not a business day. The monthly summary report shall be a listing of active clients participating in the wraparound program. The monthly summary report (Attachment XIX) with the following information:
 - i. Dependent's Name
 - ii. Dependent's Date of Birth
 - iii. Initial Referral Date
 - iv. Assigned Social Worker
 - v. Wraparound Facilitator
 - vi. Initial face-to-face meeting date
 - vii. Dependent's service phase (Engagement, Planning, Implementation, Transition)
 - viii. All dates and types of contacts for that month (PP, FTM, BHS, Therapist)
 - ix. Issues, problems, unusual events, or additional pertinent information on the dependent/family. Issues may include, but are not limited to, after-hours (5:00pm 8:00am), weekend, and holiday problems, abuse allegations, acting out behaviors, runaway situations, and return to group home.
 - x. Discharge/Termination Date, if applicable.

5. Quarterly Summary Report

- a. CONTRACTOR shall prepare a quarterly summary outcome report. An electronic copy of this report must be submitted to DPSS CSD at PDRreports@rivco.org by the 20th of the month of each quarter. Exceptions will be made if the 20th is not a business day. The quarterly report shall be a summary of aggregate data and will include but not be limited to the following:
 - i. Youth/family served
 - ii. Summary of successes and challenges
 - iii. Administrative updates

HIPAA Business Associate Agreement Addendum to Contract Between the County of Riverside and Olive Crest

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of Agreement CS-03822 (the "Underlying Agreement") between the County of Riverside ("County") and Olive Crest ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

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

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

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

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

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

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

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

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

- 1. <u>Definitions</u>. 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.

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

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

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

3. Prohibited Uses and Disclosures.

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

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

4. Obligations of County.

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

- 5. <u>Obligations of Contractor</u>. 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).
 - 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. <u>Security of ePHI</u>. 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. <u>Breach of Unsecured PHI</u>. 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. <u>Term.</u> 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. <u>Termination</u>.

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
 - (1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - (3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

- (1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. General Provisions.

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

- B. **Amendment**. The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.

F. Interpretation of Addendum.

- (1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
- (2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager County HIPAA Privacy Officer Address: P.O. Box 1569

Riverside, CA 92502

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

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

County Departmental Officer: DPSS Privacy Officer

County Departmental Officer Title: DPSS Business Continuity/Assurance and Review Services County Department Address: 7894 Mission Grove Parkway, Ste. 100, Riverside, CA 92508

County Department Fax Number: 951-358-4672

I. PHYSICAL SECURITY

The CONTRACTOR shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The CONTRACTOR agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the CONTRACTOR facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 - 1. Properly coded key cards
 - 2. Authorized door keys
 - 3. Official identification
- C. Issue identification badges to CONTRACTOR staff.
- D. Require CONTRACTOR staff to wear these badges where Pll is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the CONTRACTOR facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are COUNTY and non-COUNTY functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.

F. Patch Management.

- 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
- 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
- 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
- 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

G. User IDs and Password Controls.

- 1. All users must be issued a unique user name for accessing PII.
- 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
- 3. Passwords are not to be shared.
- 4. Passwords must be at least eight (8) characters.
- 5. Passwords must be a non-dictionary word.
- 6. Passwords must not be stored in readable format on the computer or server.
- 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
- 8. Passwords must be changed if revealed or compromised.
- 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!,@,#, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring reauthentication of the user session after no more than twenty (20) minutes of inactivity.
- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
 - 1. Data is confidential;
 - 2. Systems are logged;
 - 3. System use is for business purposes only, by authorized users; and
 - 4. Users shall log off the system immediately if they do not agree with these requirements.

K. System Logging.

- 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
- 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 - 3. If PII is stored in a database, database logging functionality shall be enabled.
 - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

M. Transmission Encryption.

- 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
- 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
- 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

- A. System Security Review.
 - 1. The CONTRACTOR must ensure audit control mechanisms are in place.
 - 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 - 3. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. Emergency Mode Operation Plan. The CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
 - 1. The CONTRACTOR shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.

- 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
- 3. The procedures shall include storing backups offsite.
- 4. The procedures shall ensure an inventory of backup media.
- 5. The CONTRACTOR shall have established documented procedures to recover PII data.
- 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The CONTRACTOR shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A CONTRACTOR that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the COUNTY.

G. Faxing.

- 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
- 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
- 3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

- 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
- Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the CONTRACTOR obtains prior written permission from the COUNTY to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

The CONTRACTOR shall immediately notify the COUNTY when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this

section, immediately is defined as within two hours of discovery. The COUNTY contact for such notification is as follows:

Breaches should be referred to:

Civil Rights Coordinator Riverside County Department of Public Social Services 7894 Mission Grove Parkway, Suite 100 Riverside, CA 92508 (951) 358-6841

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

Olive Crest NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended;

Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Data

Director's Signature

Address of Vendor/Recipient

(08/13/01)

92705

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

To:	Department of Public Social Services	From:	Olive Crest Treatr	ment Centers	_
	Attn: Management Reporting Unit 4060 County Circle Drive		Address		
	Riverside, CA 92503		Contractor Name		_
			Contract Number		_
Total	amount requested	for the period of		20	
Select i	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 (\$ <u>)</u>	_	# of Units) X	(\$)	
FOR	Authorized Signature DPSS USE ONLY (DO NOT WRITE BE	Title		Date	
					(神 皇
Bu	usiness Unit (5)	Purchase Order # (1	0)	Invoice #	_
Ad	ccount (6)	Amount Authorized			
Fu	und (5)	If amount authorized	is different from amount i	request, please explain:	
De	ept ID (10)				_ _
Pr	rogram (5)	Program (if applicabl	e)	Date	_
CI	ass (10)	Management Report	ing Unit	Date	_
Pr	oject/Grant (15)	Contracts Administra	tion Unit	Date	_
Ve	endor Code (10)	General Accounting	Section	Date	_

County of Riverside Zone Listings by Zip Code Revised August 30, 2016

Zone #1 Western County 1-2 hour response time

City	Zip
	Code
Colton*	92324
Corona	92877
Corona	92878
Corona	92879
Corona	92880
Corona	92881
Corona	92882
Corona	92883
Homeland	92548
Mira Loma	91752
Moreno Valley	92551
Moreno Valley	92552
Moreno Valley	92553
Moreno Valley	92554
Moreno Valley	92555
Moreno Valley	92556
Moreno Valley	92557
Norco	92860
Nuevo/Lakeview	92567
Perris	92570
Perris	92571
Perris	92572
Perris	92599
Redlands*	92379
Riverside	92501
Riverside	92502
Riverside	92503
Riverside	92504
Riverside	92505
Riverside	92506
Riverside	92507
Riverside	92508
Riverside	92509
Riverside	92513
Riverside	92514
Riverside	92515
Riverside	92516
Riverside	92517
Riverside/March AFB	92518
Riverside	92519
Riverside (UCR)	92521
Riverside	92522
Romoland	92585

1-2 hour response time

City	Zip
	Code
Aguanga	92536
Anza	92539
Banning	92220
Beaumont/	
Cherry Valley	92223
Cabazon	92230
Calimesa	92320
Hemet	92543
Hemet/Valle Vista	92544
Hemet	92545
Hemet	92546
ldyllwild	92549
Lake Elsinore	92530
Lake Elsinore	92531
Lake Elsinore	92532
Menifee	92584
Mountain Center	92561
Murrieta	92562
Murrieta	92563
Murrieta	92564
San Jacinto	92581
San Jacinto	92582
San Jacinto/	
Gilman Hot Springs	92583
Sun City	92586
Sun City/ Quail Valley/	
Canyon Lake	92587
Temecula	92589
Temecula	92590
Temecula	92591
Temecula	92592
Temecula	92593
Wildomar	92595
Winchester	92596
Yucaipa*	92399

*Zip Codes for referral only

Zone #3 Desart & Eastern County 3-4 hour response time

City	Zip
	Code
Blythe/Ripley	92225
Blythe	92226
Cathedral City	92234
Cathedral City	92235
Coachella	92236
Desert Center/	
Eagle Mountain	92239
Desert Hot Springs	92240
Indian Wells	92210
Indio	92201
Indio	92202
Indio	92203
Indio Hills/DHS/	
Sky Valley	92241
La Quinta	92247
La Quinta	92248
La Quinta	92253
Mecca/	
North Shore	92254
North Palm Springs	92258
Palm Desert	92211
Palm Desert	92255
Palm Desert	92260
Palm Desert	92261
Palm Springs	92262
Palm Springs	92263
Palm Springs	92264
Rancho Mirage	92270
Thermal/Oasis/	
Salton Sea	92274
Thousand Palms	92276
Whitewater	92282

Attachment VI

Wraparound Special Circumstance(s) Form

Today's Date:		
Youth's First & Last Name:		
Staff's Name and Role:		
ALL that apply): ☐ Initial contact made within 2 ☐ Conduct staffing with GH, For Schedule FTM no later than ☐ Plan of Care with all signatu ☐ Parent Partner makes face to Behavioral Specialist makes ☐ FTM agenda prepared and ☐ Weekly Plan (schedule) that ☐ FTM minutes sent to DPSS ☐ Respond to family within 1 h ☐ Assess and respond to family for non-emergencies ☐ Develop a transitional plan for	oster when transitioning youth within 90 days (when applicable) 3 weeks of DPSS Approval Start Date res of participants obtained within 8 weeks of DPSS Approval S o face contact with Parent/Caregiver at least once per week minimum face to face contact with youth at least once per week minimum sent to DPSS prior to meeting includes all appointments sent to DPSS by Friday prior to week following FTM our via telephone or in person ly crisis within 2 hours when critical, next day when severe and	Start Date nimum m
Explanation for variance in contra	actual agreements	
Please provide explanation/ agree	nent/ circumstances:	
Signature of Staff completing For	m: Date:	

Team Member Positions Roles and Responsibilities

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

Wraparound Flex	Fund Expenditure Form
Vendor 1	Vendor 2
Client Name:	Date of Receipt:
Staff Name:	Amount of Expense
Vendor:	Receipt:
Item(s) Purchased:	
Purpose of Expenditure:	
Who (i.e. mother, youth, father):	
Date of Current POC:	
Associated POC Life Domain:	
	-
	Annual distribution of the control o
CSD Wraparound Management Team Approval (If applicable):	Date:
Recipient/Client Signature:	Date:
Manager/Supervisor Signature:	Date:
	The state of the s

Client Intake Measure

Int	ake Da	te:	Provid	er Name:		
Se	rvice T	ype:				
Pro	ovider	Client ID #:		_		
		S Client ID #:		<u> </u>	•	
Se	rvice D	elivery Location:1	Client home 2	Other (specify):		
Ple	ease n	nark with a 🗹 in the	box.			
1.	What 1 2 3 4 5	is your relationship to Biological Parent Adoptive Parent Step Parent Foster Parent Grandparent Relative	o the children in y	our household?		

2. Initial referral date to the program:

Non-Related Caregiver

Client Name:

[This is the date that the Service Provider receives the Referral]

3. Primary referral source (or, How did you hear about us) (select one only):

Adoption Assistance Program Eligibility	8 Medicaid/Medi-Cal
2 CBO (Community-based organization, including 2-1-1)	9 Private Adoption Agency
3 DMH (Department of Mental Health)	10 School
4 DOP (Department of Probation)	11 Self-Referred
5 DPSS Children's Services	12 State Adoptions Office
DPSS Other Services	13 WIC
↑ DR (Differential Response)	14 Other (specify):

16. <u>To improve social service delivery and meet the diverse needs of our client population.</u> the following demographic questions are asked. Strict privacy is maintained over the information and is not used to determine eligibility for social services.

DE	MOGRAPHIC CHARACTERISTICS	
1.	Gender: 1 Male 2	Female
2.	Date of Birth:	
3.	Ethnicity:	☐ Not Hispanic or Latino
4.	Race (check all that apply to indicate what you co	onsider yourself to be):
	American Indian or Alaska Native	5 White/Caucasian
	2 Asian6	6 Other
	3 Black or African American	
	4 Native Hawaiian or other Pacific Islander	
5.	Primary language spoken in the home?	
	1 English 2 Spanish	3 Other (specify):
6.	Do you have a disability? 1 Yes 2 No	
7.	What country were you born in? 1 United States 2 Other (specify):	

- 8. How many years have you lived in the United States?
 - 1 One year or less
 - 2 More than one year: _____(number of years)
 - 3 N/A, born in US
- 9. Marital status:

1	Married	4	Divorced
2	Single, never married	5	Separated
3	Widowed	6	Domestic Partner

- 10. Are you currently employed?
 - 1 Yes, full-time (37 or more hours per week)
 - 2 Yes, part-time (less than 37 hours per week)
 - 3 Unemployed
 - 4 Retired and not employed
 - 5 Disabled, or student and not employed
 - 6 Other _____

2 Some	ade or less	[6]	Some college
	High School	7	Graduated from college
	ated from high school	8	Trade School
4 GED		9	Attended graduate or professional school
5 Vocati	ional/business school		All and a second a
public assis unemploym	stance include TANF of	or welfare, N	tance within the past 6 months? Examples Medicaid, food stamps, social security benefit en's Health Insurance Program, WIC, and
What kind	of public assistance h	as the parti	cipant and/or child received within the pas
	(Check all that apply.)	ido tiro parti	orpani anaroi omia roccirca mani mo pac
	RKS/Welfare		
2 TANF			
Genera	l Assistance		
4 Disabili	ty Benefits	norticinant	
Medi-C	al/Medicare/Medicaid – al/Medicare/Medicaid –		
7 Food st		Cind	
B SSI	arripo		
野 AAP M d	onies		
AAP Mo	onies bloyment insurance ben	efits	
F AAP Mo			n (SCHIP)
H State C	bloyment insurance ben Children's Health Insura	nce Program	n (SCHIP)
1 1	oloyment insurance ben Children's Health Insura Inment subsidized child	nce Program	n (SCHIP)
Unemp State O WIC Govern	bloyment insurance ben Children's Health Insura	nce Program	n (SCHIP)
Other (ployment insurance ben Children's Health Insura Inment subsidized child Specify)	nce Program	
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What is you Less 1 2 \$10,00	ployment insurance ben Children's Health Insurant nment subsidized child specify) ur total annual househ than \$10,000	care old income	? \$45,000-\$49,999 \$50,000-\$54,999
Other (What is you 1 Less 1 2 \$10,00 3 \$15,00	ployment insurance ben Children's Health Insurant nment subsidized child specify) ur total annual househ than \$10,000 00-\$14,999	care old income 9 10 11	? \$45,000-\$49,999 \$50,000-\$54,999 \$55,000-\$59,999
What is you 1 Less 1 2 \$10,00 3 \$15,00 4 \$20,00	ployment insurance ben Children's Health Insurant nment subsidized child specify) ur total annual househ than \$10,000 00-\$14,999 00-\$14,999	old income 9 10 11	? \$45,000-\$49,999 \$50,000-\$54,999 \$55,000-\$59,999 \$60,000-\$64,999
Other (What is you 1 Less 1 2 \$10,00 3 \$15,00 4 \$20,00 5 \$25,00	ployment insurance ben Children's Health Insurant nment subsidized child specify) ur total annual househ than \$10,000 00-\$14,999 00-\$19,999 00-\$24,999	old income 9 10 11 12 13	? \$45,000-\$49,999 \$50,000-\$54,999 \$55,000-\$59,999 \$60,000-\$64,999 \$65,000-\$69,999
What is you 1 Less 1 2 \$10,00 3 \$15,00 4 \$20,00 5 \$25,00 6 \$30,00	oloyment insurance ben Children's Health Insuranment subsidized childes specify) or total annual househethan \$10,000 00-\$14,999 00-\$19,999 00-\$24,999 00-\$24,999	old income 9	? \$45,000-\$49,999 \$50,000-\$54,999 \$55,000-\$59,999 \$60,000-\$64,999 \$65,000-\$69,999 \$70,000-\$74,999
What is you 1 Less 1 2 \$10,00 3 \$15,00 4 \$20,00 5 \$25,00 6 \$30,00 7 \$35,00	ployment insurance ben Children's Health Insurant nment subsidized child specify) ur total annual househ than \$10,000 00-\$14,999 00-\$19,999 00-\$24,999	old income 9 10 11 12 13	? \$45,000-\$49,999 \$50,000-\$54,999 \$55,000-\$59,999 \$60,000-\$64,999 \$65,000-\$69,999 \$70,000-\$74,999

Family Resource Scale (FRS) Dunst, C. J., Irivett, C. M., & Deal, A. G.

(1988)

Listed below are people and groups that often times are helpful to members of a family raising a young child. This questionnaire asks you to indicate how helpful each source is to your family.

Please mark with an \square in the box the response that best describes how helpful the sources have been to your family during the past 3 to 6 months. If a source of help has not been available to your family during this period of time, circle the NA (Not Available) response.

To what extent are the following resources adequate	Does Not Apply	Not at all Adequate	Seldom Adequate	Sometimes Adequate	Almost Always Adequate
1. Food for 2 meals a day.	0Does Not Apply	□ 1Not at all Adequate	□ 2Seldom Adequate	□ 3Sometimes Adequate	□ 4Almost Always Adequate
2. House or apartment.	0Does Not	□ 1Not at all Adequate	2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
3. Money to buy necessities.	□ 0Does Not Apply	□ 1Not at all Adequate	2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
4. Enough clothes for your family.	□ 0Does Not Apply	□ 1Not at all Adequate	□ 2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
5. Heat for your house or apartment.	0Does Not Apply	□ 1Not at all Adequate	□ 2Seldom Adequate	□ 3Sometimes Adequate	□ 4Almost Always Adequate
6. Indoor plumbing / water.	□ 0Does Not Apply	□ 1Not at all Adequate	□ 2Seldom Adequate	□ 3Sometimes Adequate	□ 4Almost Always Adequate
7. Money to pay monthly bills.	ODoes Not Apply	□ 1Not at all Adequate	□ 2Seldom Adequate	3Sometimes Adequate	☐ 4Almost Always Adequate
8. Good job for yourself or spouse / partner.	0Does Not Apply	□ 1Not at all Adequate	2Seldom Adequate	3Sometimes Adequate	☐ 4Almost Always Adequate
9. Medical care for your family.	□ 0Does Not Apply	□ 1Not at all Adequate	□ 2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate

10. Public assistance (SSI, TANF, Medicaid, etc.).	□ 0Does Not Apply	□ 1Not at all Adequate	□ 2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
11. Dependable transportation (own car or provided by others).	0Does Not Apply	□ 1Not at all Adequate	2Seldom Adequate	3Sometimes Adequate	4Almost Always Adequate
12. Time to get enough sleep / rest.	□ 0Does Not Apply	□ 1Not at all Adequate	2Seldom Adequate	3Sometimes Adequate	4Almost Always Adequate
13. Furniture for your home or apartment.	□ 0Does Not Apply	□ 1Not at all Adequate	2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
14. Time to be by yourself.	0Does Not	□ 1Not at all Adequate	□ 2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
15. Time for family to be together.	0Does Not Apply	□ 1Not at all Adequate	□ 2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
16. Time to be with your child(ren).	□ 0Does Not Apply	□ 1Not at all Adequate	□ 2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
17. Time to be with spouse or partner.	0Does Not	□ 1Not at all Adequate	□ 2Seldom Adequate	3Sometimes Adequate	4Almost Always Adequate
18. Time to be with close friend(s).	0Does Not	□ 1Not at all Adequate	2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
19. Telephone or access to a phone.	0Does Not	□ 1Not at all Adequate	□ 2Seldom Adequate	□ 3Sometimes Adequate	□ 4Almost Always Adequate
20. Babysitting for your child(ren).	0Does Not	□ 1Not at all Adequate	□ 2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
21. Childcare / daycare for your child(ren).	0Does Not	□ 1Not at all Adequate	□ 2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate

22. Money to buy special equipment / supplies for	0Does Not	□ 1Not at all Adequate	2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
23. Dental care for your family.	0Does Not	□ 1Not at all Adequate	2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
24. Someone to talk to.	0Does Not	□ 1Not at all Adequate	□ 2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
25. Time to socialize.	0Does Not	□ 1Not at all Adequate	□ 2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
26. Time to keep in shape and look nice.	0Does Not	□ 1Not at all Adequate	2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
27. Toys for your child(ren).	0Does Not	□ 1Not at all Adequate	□ 2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
28. Money to buy things for yourself.	0Does Not	□ 1Not at all Adequate	□ 2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
29. Money for family entertainment.	0Does Not	□ 1Not at all Adequate	□ 2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate
30. Money to save.	0Does Not Apply	1Not at all Adequate	2Seldom Adequate	3Sometimes Adequate	4Almost Always Adequate
31. Time and money for travel / vacation.	0Does Not Apply	□ 1Not at all Adequate	□ 2Seldom Adequate	3Sometimes Adequate	□ 4Almost Always Adequate

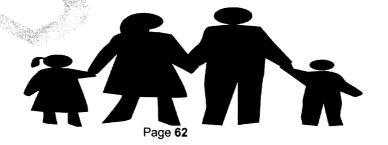
Family Support Scale (FSS) Dunst, C. J., Trivett, C. M., & Deal, A. G. (1988)

Listed below are people and groups that often times are helpful to members of a family raising a young child. This questionnaire asks you to indicate how helpful each source is to your family.

Please mark with an \square in the box the response that best describes how helpful the sources have been to your family during the past 3 to 6 months. If a source of help has not been available to your family during this period of time, circle the NA (Not Available) response.

		480	¥.	100		
How helpful has each of the following been to you in terms of raising your relative's child (During the past 3 to 6 months):	Not Available	Not at all Helpful	Sometimes Helpful	Generally Helpful	Very Helpful	Extremely Helpful
1. Your parents	0 N / A	□ 1Not at all Helpful	2Sometimes Helpful	□ 3Generally Helpful	□ 4Very Helpful	□ 5Extremely Helpful
Your spouse or partner's parents	0 N / A	□ 1Not at all Helpful	□ 2Sometimes Helpful	□ 3Generally Helpful	□ 4Very Helpful	□ 5Extremely Helpful
3. Your relatives / kin	ON 7 A	□ 1Not at all Helpful	2Sometimes Helpful	□ 3Generally Helpful	□ 4Very Helpful	5Extremely Helpful
4. Your spouse or partner's relatives / kin	ON / A	□ 1Not at all Helpful	2Sometimes Helpful	□ 3Generally Helpful	□ 4Very Helpful	5Extremely Helpful
5. Spouse or partner	ON/A	□ 1Not at all Helpful	2Sometimes Helpful	□ 3Generally Helpful	□ 4Very Helpful	5Extremely Helpful
6. Your friends	0 N / A	□ 1Not at all Helpful	□ 2Sometimes Helpful	□ 3Generally Helpful	□ 4Very Helpful	5Extremely Helpful
7. Your spouse or partner's friends	ON / A	□ 1Not at all Helpful	□ 2Sometimes Helpful	□ 3Generally Helpful	□ 4Very Helpful	5Extremely Helpful
8. Your own children	0 N / A	□ 1Not at all	□ 2Sometimes Helpful	☐ 3Generally Helpful	□ 4Very Helpful	5Extremely Helpful
9. Other parents	ON / A	□ 1Not at all Helpful	□ 2Sometimes Helpful	□ 3Generally Helpful	□ 4Very Helpful	5Extremely Helpful

						1
10. Co-workers	0 N / A	□ 1Not at all Helpful	2Sometimes Helpful	☐ 3Generally Helpful	□ 4Very Helpful	5Extremely Helpful
11. Parent groups	0 N / A	□ 1Not at all Helpful	2Sometimes Helpful	□ 3 Generally Helpful	□ 4Very Helpful	□ 5Extremely Helpful
12. Social groups / clubs	0 N / A	□ 1Not at all Helpful	2Sometimes Helpful	□ 3Generally Helpful	□ 4Very Helpful	5Extremely Helpful
13. Church members / minister	0 N / A	□ 1Not at all Helpful	2Sometimes Helpful	□ 3Generally Helpful	□ 4Very Helpful	5Extremely Helpful
14. Your family or child's physician	0 N / A	□ 1Not at all Helpful	2Sometimes Helpful	□ 3Generally Helpful	□ 4Very Helpful	5Extremely Helpful
15. Early childhood intervention program	0 N / A	□ 1Not at all Helpful	2Sometimes Helpful	☐ 3Generally Helpful	□ 4Very Helpful	5Extremely Helpful
16. School / daycare center	ON / A	□ 1Not at all Helpful	2Sometimes Helpful	□ 3Generally Helpful	□ 4Very Helpful	5Extremely Helpful
17. Professional helpers (social workers, therapists, teachers, etc.)	ON / A	□ 1Not at all Helpful	2Sometimes Helpful	□ 3Generally Helpful	4Very Helpful	5Extremely Helpful
18. Professional agencies (public health, social services, mental health, etc.)	ON / A	□ 1Not at all Helpful	2Sometimes Helpful	3Generally Helpful	□ 4Very Helpful	5Extremely Helpful
19. Others (Specify):	ON / A	□ 1Not at all Helpful	2Sometimes Helpful	□ 3Generally Helpful	□ 4Very Helpful	5Extremely Helpful



Client Exit Measure

Client Name:										
Provider Name:	_		 ,							
Today's Date:										

Service Type:

Question	Never	Rarely	Sometimes	Often	Always
I looked forward to coming to class/session/program.	10	20	3□	4□	5□
2. I was bored in class/session/program.	1 🗆	2□	3□	4□	5□
3. I put a lot of effort into class/session/program.	10	2□	3□	40	5□
4. This class/session/program was an excellent learning experience.	1□	2□	3□	40	5□
5. I learned nothing.	1 🗆	20	3□	4□	5□
6. I thought that my friends and family should come to this class/session/program.	10	20	3□	40	5□
7. My clinician/instructor was clear and understandable.	10	2□	3□	4□	5□
8. My clinician/instructor was on time to appointments.	1□	20	3□	40	5□
My clinician/instructor was good at explaining the class material.	10	2□	3□	4□	5□
10.My clinician/instructor speaks with me about my personal goals and thoughts about treatment.	10	20	3□	4□	5□
11.My clinician/instructor and I are open with one another.	10	2□	3□	40	5□
12. My clinician/instructor and I share a trusting relationship.	10	2□	3□	4□	-5□
13.I believe my clinician/instructor withholds the truth from me.	10	2□	3□	4□	5□
14. My clinician/instructor and I share an honest relationship.	10	2□	3□	40	5□

Question	Never	Rarely	Sometimes	Often	Always
15.My clinician/instructor and I work towards mutually agreed upon goals.	10	2□	3□	4□	5□
16.My clinician/instructor is stern with me when I speak about things that are important to me and my situation.	10	20	3□	40	50
17.My clinician/instructor and I have established an understanding of the kind of changes that would be good for me.	10	2	3□	4 □	5□
18.My clinician/instructor is impatient with me.	10	20	3□	40	5□
19.My clinician/instructor seems to like me regardless of what I do or say.	10	2□	3□	4□	5□
20.My clinician/instructor and I agree on what is important for me to work on.	1 □	2□	3□	40	5□
21.I believe my clinician/instructor has an understanding of what my experiences have meant to me.	1□	2□	3□	40	5□
22.Overall, I was satisfied with the class/service/program.	10	20	3□	40	5□

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Thank you!

WRAPAROUND CLIENT DISCHARGE FORM

Please complete for ever	ry discharged client, then send to DPSS_WRAP@rivco.org.
DISCHARGE DATE:	
CLIENT NAME:	
CLIENT NAME:	
FACILITATOR: SITE:	
Sint:	
Paston for Discharm	Discomont at Discharge
Reason for Discharge	Placement at Discharge (Placement at Unit apply)
Successful graduation from Wraparound	
Family declined or refused to participate	Address:
Client on the run /AWOL	
Client violated conditions of probation	Phone:
Court ordered	☐ Foster Home
Client or family moved	Legal Guardian
Change of placement, please specify:	Client on the run /AWOL
Other, please specify:	■ NREFM
	■ Biological Parents
	Residential/Group Home
	Juvenile Hall
	Wraparound Services Provided
	(Can choose all that apply)
Group rehabilitative treatment	☐ Medication management
Individual and family therapy	in-home therapy
Substance abuse treatment Mobile crisis intervention	Day treatment
Modifie crisis intervention Psychiatric and psychological assessm	Office based therapy ent Other:
E raychiache ann payerongean assessm	ent Dotner:
Discharge Summary (Graduated):	
(Comments and notes)	
Fost-Program Objectives/Goals	
Outpatient referrals	
Relapse behavior prevention plan	· · · · · · · · · · · · · · · · · · ·
Discharge Summary (Closed):	
(Comments and notes)	
*	
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Attachment XIV

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0	1	2	1.	Aches or pair	ns (without a	redical cas	ise; do	0	1	2	30.	Easi	y jealor	15				
				not include s	lomach or he	eadaches)		0	1	2	31.	E#I\$	or delmi	ks thing	rs th	anter	re not f	fooddon
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Ò	1	2	3.	Afraid to try r	iew things							-						
-	. 1	2		Avoids lector	-			0	1	Ż	32.				als,	altus	ations,	or places
0	•	2		Can't concent								(088	:(edir			**********		·
ē ē	1	2 2		Cen't sit still;	-				1	2	33.	Food	nos ere	easily	hut			
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0	•	2		Chaws on thi	•		IR LINIA	0	1	2				y fights	,			
r		2		Clings to adu	*				1	2	36.	Gets	into ex	erythin	g			
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0	1	2		Constipated.	,	e bowels	(when not	0	1	2	38.	Hes	pouble	getling	to i	Neac	3	
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•	•	^	15.	or other child		B no usumiria	i imituly		•	2				wemen	•			or cause)
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0	1	2	20.	Disobedient														
Ç	1	2	21,	Disturbed by	any change	in routine	,		.1	2	47.	Nerv	qua, hi	hátrun	d, o	rten	180	
0	1	2	22.	Doesn't wan	t to sleep alo	ine			1	2			lmares	•	Τ.			-
0	1	Ż	23.	Doesn't anse	wer when per	opie telk to	himher		1	Z		٠.	eating					
C	1	2	24.	Doesn't est t	res (describe	e):			1	2	50.	Ove	tired			*	٠.	
								0	1	2	51.	Shor	rs pani	o for no	go	od ne	nozat	
٥	1	2	25.	Doesn't get a	along with oth	her ohlidre	A	. 0	1	2	52.	Patr	ful bow	wom le	eme	nte (withou	t medical
_	1	2	26.	Doesn't know	n how to hav	e fun; acts	i like p					Caus						*
O				attie adult			,	. 0	1	2	53.	Phys	icelly e	ttacks	ceci	ole		
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	1	2		Doesn't wan			behaving	0	1	2	54.			skin, o	, ,		eris of	body

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7-28-00 Edition

		rint. Be s	ure to answ	er all items	S.		
7. 1. About how	many close friends does your child	have? (Do					
		ě	☐ None	0 1	🗆 2 or 3	4 or more	
About how	many times a week does your child	d do things	with any frie	ends outside	of regular sci	nool hours?	
(Do not inc	clude brothers & sisters)		Less	than 1	1 or 2		
VI. Compared to	others of his/her age, how well does	s vour chile			***************************************	·	······································
			Worse	Average	Better		
	a. Get along with his/her brothers &	sisters?				☐ Has no bro	thers or siste
	b. Get along with other kids?						
	c. Behave with his/her parents?						•
	d, Play and work alone?		O				
VII. 1. Performan	ce in academic subjects.	Does not at	tend school	because			
							<u> </u>
				P!	· · · · · · · · · · · · · · · · · · ·		
Checi	k a box for each subject that child to	akes	Falling	Below Average	Average	Above Average	
•	a. Reading, English, or Language		٥	0			
Other academic	b. History or Social Studies				П	ā	
subjects-for ex- nmple: computer	c. Arithmetic or Math	•		ā	$\overline{\Box}$	ā	
courses, foreign	d. Science		ō	ā	. 0	a .	
anguage, busi- ness. Do not in-	e			_	_		
dude gym, shop, Inver's ed., or		•					
other nonacademic				0		U .	
si ots.	9						
2. Does vour	child receive energial advantion						
	child receive special education or re	☐ Yes—	vices or atte kind of servi grades and r	ces, class, c		al school?	
3. Has your ch	. 🗆 No	☐ Yes—	kind of servi	ces, class, c	or school:		
3. Has your ch	□ No	☐ Yes—	kind of servi	ces, class, c	or school:		
3. Has your ch 4. Has your ch When did ti	☐ No nild repeated any grades? ☐ No nild had any academic or other prob	Yes— Yes—	kind of servi	ces, class, c	or school:		
3. Has your ch 4. Has your ch When did ti	□ No	Yes— Yes—	kind of servi	ces, class, c	or school:		
3. Has your ch 4. Has your ch When did th Have these	☐ No nild repeated any grades? ☐ No nild had any academic or other prob	Yes— Yes— lems in sci	kind of servi	ces, class, c easons: o Yes	or school:	ibe:	
3. Has your ch 4. Has your ch When did th Have these	No	Yes— Yes— lems in sci	kind of servi	ces, class, c easons: o Yes	or school: please descr	ibe:	
3. Has your ch 4. Has your ch When did th Have these	No	Yes— Yes— lems in sci	kind of servi	ces, class, c easons: o Yes	or school: please descr	ibe:	
3. Has your ch 4. Has your ch When did th Have these	No	Yes— Yes— lems in sci	kind of servi	ces, class, c easons: o Yes	or school: please descr	ibe:	
3. Has your ch 4. Has your ch When did th Have these Does your child h	No nild repeated any grades? No nild had any academic or other prob nese problems start? problems ended? No Yes ave any iliness or disability (either p	Yes— Yes— lems in sci	kind of servi	ces, class, c easons: o Yes	or school: please descr	ibe:	
3. Has your ch 4. Has your ch When did th Have these	No nild repeated any grades? No nild had any academic or other prob nese problems start? problems ended? No Yes ave any iliness or disability (either p	Yes— Yes— lems in sci	kind of servi	ces, class, c easons: o Yes	or school: please descr	ibe:	

Be sure you answered all items.

Ö Pk	ease prini	t (HILD	Beh.	NIOR (AGES		Ð#	use only
CHILD'S FULL NAME	First		Middle	L	ast	(PA	ease be spec memaker, lab	fic — for e orer, lathe	E OF WORK kample, auto i operator, shor	nechanic, hi	igih school te	acher,
	GENDER Girl	CHIL	D'S AGE	CHILD'S E OR RACE	ETHNIC GR	TY PA	RENT 1 (or F PE OF WOR RENT 2 (or)	K WOTHER)				
TODAYS	DATE	278 Oliver and the second	CHI	.D'S B∤RTH	DATE	1	PE OF WOR	***************************************				
Mo	_Davy	Year	Mo.	Day_	Year_		IS FORM FII	LLED OU	r 8Y: (print y	our Tubbinae	ne)	
GRADE IN SCHOOL						her You	Your gender: Male Female Your relation to the child:					
SCHOOL]		the space pr		200	- 19020	600	Step Parent Foster Parent	_	•	
to take pa	ist the spo int in. For e skating, ska ing, etc.	xample	: swimmin		age, a	ared to o	thers of the v much time	e same e does	Com	pared to o e age, how ne do each	thers of th	
_	None				Average	Avenage	Agreerage	Nonconi	Awerage	Average	Average	Kacee
						ā	П				h	П
example: orafts, can	fist your chi and games video games s, computer tening to rac	i, other s, does s, sing	than spor , reading, j ing, etc. (E	ts. For Xano. Io not	age, a be/sho	bout how e spend i	40	e does	age, eacl	pared to o how well one?	does he/sl	he do
	None				Less Than Average		More Than Arecage	Con't Know	Selow Average	A##rage	Above Average	Don't Know
a.		III in	30.4		П							
ъ., С.	allow!					_						
	list any or your child			bs, teams,	Comp	ared to o	thers of the	same				
	None	digg			Loca		More	Don't				
_				Allen	Active		Aptive	Know				
				_				_				
G.												
				r child has	Walter Comment		thers of the					
making be	ole: doing di d, working i and unpaid	n store	etc. (Incl		age, he them o		loes he/she	carry				
	None				Balow Avarage	Average	Above	Don't Know				
a. ,				<u></u>								
b.	Š.		i I	_					n			داد. لس
۵.	None.	J.								sure you ns. Then		
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		Please print.	Be sur	e to ans	wer all ite	ms.		
V. 1. About?	now many close friend	ls does your chil		'(Do noti: Ione	nclude brot	hers & sisters	4 or more	
	now many times a wee include brothers & si			ngs with a ess than '			ular school hours? 3 or more	
71. Compared	to others of his/her aç	je, how well doe:	s your c	hild:				
a Ge	et along with his/her bro		Worse	Average	Better	□ Has on	brothers or sisters	
	et along with other kids					[] (#35 sec	thought of Males	
	ehave with his/her parer							
d. Pl	ay and work alone?				/ 0	A.		enten.
I. 1. Perform	nance in academic sut	ojects.	Does no	it attend s	cho ol bec a	use		_
				A.	Selon	Abo		7/
c	heck a box for each s	-		Falling	Average	Average Aver		
her academic	 a. Reading, English b. History or Social 		rts.					
ojecas-for ex-	c. Arithmetic or Ma	466					P4.	
pie computer urses, foreign quage, bus-	d. Science						1	
ss. Do naorin- de aym, shao,	e		_	b 🗆		á c	1	
ver's ed., or er nonacademic	f		_				1	
ojecas.	9		 				1	
					MV M.	2540000000		
2. Does your	child receive special o	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			7		·	
A			□No	1 T es	-King ot ser	vices, class, o	E SCHOOL	
3. Has your d	hild repeated any grad	les?	□No	□Yes-	grades and	i reasons:		
l. Has your d	hild had any academic	or other proble	ms in sc	booi?	□No □	Yes please	lescribe:	
		•				•		
	hese problems start?			_				
raye trese	problems ended?	□No □Ye	s-when	?				
Does your	child have any illne ss	or disability (eit	her phy:	sical or m	ental)?	No □Yes	—please describe:	
What conce	erns you most about y	rour child?						
4.6								
Please des	cribe the best things a	about your child.	•					
			PA	GE 2		Be su	re you answered	all item
			1 270	~~ 2			2 :	

Please print. Be sure to answer all items.

Below is a list of items that describe children and youths. For each item that describes your child now or within the past 6 months, please circle the 2 if the item is very true or often true of your child. Circle the 1 if the item is somewhat or sometimes true of your child. If the item is not true of your child, circle the 0. Please answer all items as well as you can, even if some do not seem to apply to your child.

v	1	2	1	Acts too young for his/her age	0	4	2	22	Feels he/she has to be perfect
)	1	2		Drinks alcohol without parents' approval	٥	i	2		Feels or complains that no one loves him/he
				(describe):	_	-			•
					0	1	2		Feels others are out to get him/her
ŀ		2	2	4	0	1	2	35.	Feels worthless or inferior
ĺ	1	2		Argues a lot	0	1	2	36.	Gets hurt a lot, accident-prone
,	•	2	4.	Fails to finish things he/she starts	0	1	2	ACC. 127-	Gets hurt a lot, accident-prone Gets in many fights
)	1	2	5.	There is very little he/she enjoys				v 20	
D	1	2	6.	Bowel movements outside toilet	0	1	2	Will state	Gets teased a lot
n		2	7	Drawing bouries	0	1	2	39.	Hangs around with others who get in trouble
D	1	2		Bragging, boasting Can't concentrate, can't pay attention for long	0	1	2	40.	Hears sound or voices that aren't there
•	•	•	u.	Control to the control of the contro	100	Đ.		4	(describe):
0	1	2	8.	Can't get his/her mind off certain thoughts;	il.	A.	ia Ake		
				obsessions (describe):	0	1	2	41.	Impulsive or acts without thinking
D	1	2	10	Can't sit still, restless, or hyperactive	0	1	2	42.	Would rather be alone than with others
_	-				0	1	2	43.	Lying or cheating
0	1	2		Clings to adults or too dependent	n		2	44	Bites fingemais
0	1	2	12.	Complains of loneliness	n n	;	2		Nervous, highstrung, or tense
0	1	2	13.	Confused or seems to be in a fog	•		£		
0	1	2		Cries a lot	0	1	2	46.	Nervous movements or twitching (describe)
D	4	2	45	Cruel to animals		di.			
D	i	2		Cruelty, bullying, or meanness to others		1	2	47	Nightmares
_	-					•	-	71.	1.1.Phunisa ==>
D	1	2		Daydreams or gets lost in his/her thoughts	.0	្ម	2	48.	Not liked by other lods
D	1	2	18.	Deliberately harms self or attempts suicide	Ð	1	2	49.	Constipated, doesn't move bowels
0	1	2	19.	Demands a lot of attention	0	1	. 2	50.	Too fearful or anxious
0	1	2	20.	Destroys his/her own things	0	1	2	51.	Feels dizzy or lightheaded
D	1	2	21.	Destroys things belonging to his/her family or		Á	2	52	Feels too guilty
	-	_		others	ō	1	2		Overeating
0	1	2	22.	Disobedient at home	_	•	_		or coming
_		_			0	1	2	54.	Overtired without good reason
D	1	2		Disobedient at school	0	1	2	55.	Overweight
U	1	2	24.	Doesn't eat well				58	Physical problems without known medical
D	1	2	25.	Doesn't get along with other kids					cause:
D	1	2		Doesn't seem to feel guilty after misbehaving	0	1	2	a.	Aches or pains (not stomach or headaches)
_					ō	1	2		Headaches
U	1	2		Easily jealous	0	1	2		Nausea, feels sick
0	1	2	26.	Breaks rules at home, school, or elsewhere	0	1	2		Problems with eyes (not if corrected by glasse
)	1	2	29.	Fears certain animals, situations, or places,					(describe):
				other than school (describe):	0	1	2	e.	Rashes or other skin problems
			in.		0	1	2	£.	Stomachaches
)	1	2	30.	Fears going to school	0	1	2	g.	Vorniting, throwing up
		2	74	Fears he/she might think or do something bad	0	1	2	h.	Other (describe):

PAGE3 Be sure you answered all items. Then see other side.

Please print. Be sure to answer all items.

		2	O/ .	Physically attacks people	0	1	2	34.	Strange behavior (describe):
ţ	1	2	58.	Picks nose, skin, or other parts of body					· · · · · · · · · · · · · · · · · · ·
				(describe):	0	1	2	85.	Strange ideas (describe):
	1	2	59.	Plays with own sex parts in public	0	1	2	88.	Stubborn, suiten, or irritable
	1	2	60.	Plays with own sex parts too much	0	1	2	87.	Sudden changes in mood or feelings
	1	2	61 .	Poor school work	0	1	2	88.	Sulles a lot
	1	2	62 .	Poorly coordinated or dumsy	6	1	2	89.	Suspicious
	1	2	63.	Prefers being with older kids	0	1	2.4	90.	Swearing or obscene language
	1	2	64.	Prefers being with younger kids	0	1	2		Talks about killing self
	1	2	85.	Refuses to talk	0	1	2	92	Talks or walks in sleep (desorabe):
	1	2	66.	Repeats certain acts over and over,		•	_		
				compulsions (describe):		1	2	93.	Talks too much
					0	1	. 2	94	Teases a lot
	1	2		Runs away from home	0	1	2	9 5.	Temper tantrums or hot temper
	1	2	58.	Screams a lot	0	1	2	96.	Thinks about sex too much
	1	2		Secretive, keeps things to self.	0	1	2		Threatens people
	1	2	70.	Sees things that aren't there (describe):	0	1	2	ge	Thurmb-sucking
					ō	1	2		Smokes, chews, or sniffs tobacco
					0		2	600	T- the alexander of the selection of the
	1	2		Self-conscious or easily embarrassed		•	.db	Hulli.	Trouble sleeping (describe):
	1	2		Sets fires	0	1	2	101.	Truancy, skips school
	1	2	73.	Sexual problems (describe);				. 100	Underactive, slow moving, or lacks energy
					0	i	2		Unhappy, sad, or depressed
	1	2	74	Showing off or disjuring	400	500 4	2	740	
			86		0		2		"Unusually loud Uses drugs for nonmedical purposes (don
	1	2	75. 76.	Too shy or timid Sleeps less than most kids	"	•	•	· • • • • • • • • • • • • • • • • • • •	include alcohol or tobacco) (describe):
	•	-	2 G.			A	8		
	1	2	77.	9 7	ners of				
				night (describe):	0	1	2	106	Vandalism
	1	2	78.	Inattentive or easily distracted.	0	1	2	107.	Wets self during the day
				•	0	1	2	108	Wets the bed
	1	2	79.	Speech problem (describe):	O	1	2		Whining
	1	2	80.	Stares blanky	ø	4	2	1 */1	Wishes to be of opposite sex
		_			0	•	2		Withdrawn, doesn't get involved with other
	1	2	51. 82.	Stears at home Stears outside the home			_		· -
			490		0	7	2		Womies Please write in any problems your child ha
	1	2	83.	Stores up too many things heishe doesn't need				1 14.2%.	that were not listed above:
		4	Á.	(describe):	0	1	2		
		-48	Kh.		0	4	2		

PAGE 4

Please be sure you answered all items.

Attachment XVI

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

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

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

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

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

I have read this information and/or have had it read to me:						
Signature of Parent/Caregiver/Legal Custodian	Date					
Name of Youth (Please print)	_					

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

Attachment XVII

An Evaluation of Services and Reports for Children and their Families Caregiver Acknowledgement of Consent

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

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

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

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

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

Telephone number(s) where I may be reached:							
Home: Other:							
Address where I may be contacted:							
Street:							
City/State/Zip:							
Name (Please Print) Name and Age of Youth							
Signature	l agree that my child may be asked to participate in this evaluation						

Attachment XVIII

An Evaluation of Services and Supports for Children and their Families Evaluation Summary and Assent for Youth

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

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

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

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

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

If you still agree to participate, please sign below:

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

Youth's Signature	Date	
Youth Name [Please print]		

Attachment XIX

Reporting Month: [DATE]
CBO/Partner Agency: [NAME]

WRAPAROUND MONTHLY REPORT

The following table must be completed for each child/family

Dependent's Name	A STATE OF THE STA
Dependent's DOB	
Last 4 digits of Dependent's SSN	
Initial Referral Date	The state of the s
Assigned Social Worker	
Wraparound Facilitator	
Initial Face to Face Meeting Date	
Current Service Phase	
(PP, FIM, BHS,	Therapist meetings, School meetings, etc.)
child/youth/family. (May include	al events or additional pertinent information on the , but are not limited to, after hours issues, abuse allegations, , runaway situations and return to group home.)
Discharge/Termination Date	: