

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



ITEM
3.46
(ID # 7153)

MEETING DATE:

Tuesday, June 26, 2018

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Foster Assessment Center and Testing Service, Inc. (FACTS), Agreement for Learning Disability Evaluation and Diagnosis Services, from July 1, 2018 through June 30, 2023. [Districts: All]; [Total Cost \$959,454, and up to \$95,945 in additional compensation - Source of funds 90.79% Federal, 9.21% County]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Board Chairman to execute agreement #CW-04015 with FACTS for Learning Disability Evaluation and Diagnosis Services, in the amount of \$959,454, for five years, from July 1, 2018 through June 30, 2023;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding, and as approved by County Counsel, to sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10% annually.

ACTION: Policy


Susan Von Zabern, Director of Public Social Services 5/29/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: June 26, 2018
xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

**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	\$ 0	\$ 180,711	\$ 959,454	\$ 0
NET COUNTY COST	\$ 0	\$ 16,643	\$ 88,366	\$ 0
SOURCE OF FUNDS: Federal 90.79% and County 9.21%			Budget Adjustment: No	
			For Fiscal Year: 18/19 – 22/23	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The California Department of Social Services (CDSS) regulations, in the Manual of Policy and Procedures (MPP) 42-711.58, states counties must offer all Welfare-to-Work (WTW) participants a screening for any potential learning disabilities at the first WTW contact. WTW Participants who request or agree to a learning disabilities screening at any time during their WTW participation must be screened by the County before they are assigned to another WTW activity. Participants whose screening indicates a potential learning disability must be evaluated by a trained, qualified learning disabilities evaluation professional using recognized and validated evaluation tools. The professional will determine if a learning disability exists, and if so, will recommend work activity accommodation(s) that are appropriate to assist the individual in attaining employment leading to self-sufficiency.

Goals of the evaluation and diagnosis services are: to assist participants identify their inherent strengths and weaknesses; to measure their problem solving abilities, learning skills and critical thinking; and assess their ability to learn in a specific area or discipline. By providing appropriate work activity accommodations, which are identified during the learning evaluation, participants with a learning disability(ies) can be taught effective strategies or methods for learning at school and/or on the job.

FACTS is the incumbent service provider for Learning Disability Evaluation and Diagnosis Services in the Eastern, Mid-County, West Corridor and Metro regions. On December 8, 2015 (item 3-38), the Board of Supervisors approved and executed a three (3) year agreement #CW-03174 with Foster Assessment Center and Testing Service, Inc. (FACTS), for Learning Disability Evaluation and Diagnosis Services.

Impact on Residents and Businesses

These services will be provided throughout Riverside County, assisting WTW participants in an effort to assist them achieve self-sufficiency by meeting their needs of gaining employment which will ultimately benefit both businesses and citizens of the community.

Additional Fiscal Information

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STATE OF CALIFORNIA**

Funding for this Agreement was budgeted through the normal county budget process, so no budget adjustment is necessary.

The contract amount will increase each year by approximately 3 percent in order to accommodate the increasing cost of testing materials and supplies. Following is a list of amounts for each year:

FY 18/19	\$180,711
FY 19/20	\$186,075
FY 20/21	\$191,811
FY 21/22	\$197,553
FY 22/23	\$203,304
Total	\$959,454

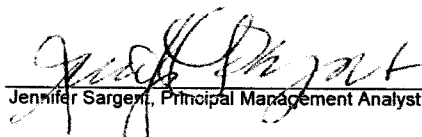
Contract History and Price Reasonableness

On January 8, 2018, County Purchasing, on behalf of DPSS, released a Request for Proposal (RFP) #DPARC-551 for Learning Disability Evaluation and Diagnosis Services. The RFP was posted on the Public Purchase website. A total of 34 potential vendors accessed the bid, which resulted in 20 vendors downloading the RFP and other documents. The RFP closed on February 8, 2018 with only one (1) proposal received. The proposal was submitted by FACTS.

The evaluation committee deemed FACTS to be a responsive and responsible vendor based on: their technical responses, the needs of client's to be served and the standards to maintain continuity of services. The rates and administrative cost were determined to be fair and reasonable in comparison to historical fiscal data for this project.

ATTACHMENT:

Attachment A: Agreement #CW-04015 with FACTS (3 copies)


Jennifer Sargent, Principal Management Analyst

6/19/2018


Tina Grande, Assistant Purchasing Director

6/4/2018

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

and

**Foster Assessment Center and Testing Service, Inc. (FACTS)
Learning Disability Evaluation and Diagnosis Services
CW-04015**



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Attachment II – PII Privacy and Security Standards

Attachment III – Assurance of Compliance

Attachment IV – DPSS 2076A, DPSS 2076B & Instructions

Attachment V – DPSS Referral Form C-IV Plan 109

Attachment VI – Learning Needs Screening (OCAT printout)

Attachment VII – Sample FACTS Learning Disability Evaluation Report

Attachment VIII – WTW 20 Permission to Release Learning Disability Information Form

Attachment IX – Employment Plan Amendment Request

Attachment X – Management Report Template

This Agreement is made and entered into this ____ day of _____, 201__, by and between Foster Assessment Center and Testing Service, Inc., a California 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. "Agreement" refers to the terms and conditions, schedules, and attachments included herein.
- B. "CalWORKs" refers to the California Work Opportunity and Responsibility to Kids program established in 1996 through California Assembly Bill No. 1542, which provides funding and administration of social service programs that provide cash assistance and other benefits to qualified low-income families throughout the state.
- C. "Welfare-to-Work (WTW)" refers to California's Welfare to Work (WTW) program designed to assist welfare recipients/participants to obtain or prepare for employment.
- D. "C-IV Plan 109, Referral to Activity" refers to the form used by DPSS Welfare to Work (WTW) case managers to refer participants to CONTRACTOR for Learning Disability Evaluations and to report participant attendance, including non-attendance.
- E. "Client" or "participant" refers to a person receiving services under this Agreement.
- F. "CONTRACTOR" refers to Foster Assessment Center and Testing Service, Inc. including its employees, agents, representatives, subcontractors, and suppliers.
- G. "Diagnosis" refers to the formal identification of the specific nature of a learning disability and/or co-existing disorder that could extend beyond the testing and measuring of intelligence, information processing, achievement, and vocational interests that are associated with a learning disabilities evaluation
- E. "DPSS" or "COUNTY" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. DPSS and COUNTY are used interchangeably in this Agreement.
- F. "Evaluation" refers to the process of identifying learning disabilities and/or co-existing disorders using validated testing instruments and other methodologies to determine if learning disabilities exist.
- G. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- H. "Learning Disability (LD)" refers to a heterogeneous group of disorders manifested by significant difficulties in acquisition and use of listening, speaking, reading, writing, reasoning, or mathematical abilities.
- I. "OCAT" refers to the Online CalWORKs Appraisal Tool designed to equip DPSS caseworkers with an in-depth appraisal of employment-related strengths and barriers.
- J. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the CONTRACTOR with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.

- K. "Subcontractor" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another subcontractor.
- L. "Welfare-to-Work (WTW)" refers to California's Welfare to Work (WTW) program designed to assist welfare recipients/participants to obtain or prepare for employment.
- M. "Zone" refers to each of the three geographic areas in Riverside County identified by the Riverside County Needs Assessment.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I - HIPAA Business Associate Agreement, Attachment II - PII Privacy and Security Standards, Attachment III - Assurance of Compliance, Attachment IV - DPSS 2076A, DPSS 2076B & Instructions, Attachment V - DPSS Referral Form Plan C-IV Plan 109, Attachment VI - Learning Needs Screening (OCAT printout), Attachment VII - Sample FACTS Learning Disability Evaluation Report, Attachment VIII - WTW 20 Permission to Release Learning Disability Information Form, Attachment IX - Employment Plan Amendment Request, and Attachment X - Management Report Template.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective July 1, 2018 and continue through June 30, 2023, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions." 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 CONTRACTOR'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 COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment under this Agreement beyond the current fiscal year 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 COUNTY 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. COUNTY shall make all payments to 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 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, COUNTY may proceed with the work in any manner deemed proper by 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;
 - (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 dishonesty 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, 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

Waiver 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 COUNTY to require exact, full compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

8. TRANSITION PERIOD

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

9. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

- A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. 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 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 COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting CONTRACTOR 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 access to all necessary locations, equipment, materials, or other requested items.
- B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. 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 COUNTY.
- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. 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 the quality of services/products under this Agreement and shall permit COUNTY 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 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 procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. 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. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850.
- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.

- C. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

12. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT

CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. The parties agree to the terms and conditions the HIPAA Business Associated attached as Attachment I.

13. 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 be 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. 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, 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 of PII requires the express approval in writing by COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
- C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Attachment II. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment II into each subcontract or sub-award to subcontractors.

14. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, 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 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 its sole cost, have the right to use counsel of its 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. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

15. **INSURANCE**

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, 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. 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 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 to this Agreement with 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 with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 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 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 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 CONTRACTOR's insurance shall be construed as primary insurance, and 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 of self-insurance acceptable to COUNTY.
- I. 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.

16. **WORKER'S COMPENSATION**

If CONTRACTOR has employees as defined by the State of California, 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.

17. **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 COUNTY as Additional Insured.

18. **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.

19. **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.

20. CYBER LIABILITY

CONTRACTOR shall procure and maintain for the duration of this Agreement cyber liability insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the Agreement cyber liability insurance for claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

21. INDEPENDENT CONTRACTOR

It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold 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. 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, 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.

22. **USE BY POLITICAL ENTITIES**
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 to every political entity 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 CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.
23. **LICENSES AND PERMITS**
If applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, COUNTY, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.
24. **NO DEBARMENT OR SUSPENSION**
CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, 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 it 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; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; 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.
25. **COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES**
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 CONTRACTOR to the same extent as they are upon COUNTY.
26. **EMPLOYMENT PRACTICES**
- A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
 - B. 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, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
 - C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract 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.

- D. By signing this Agreement or accepting funds under this Agreement, 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).
- E. CONTRACTOR shall provide required data and certification to 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 the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

27. PERSONNEL

- A. Upon request by COUNTY, 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;
 - (2) A brief description of the functions of each position and hours each position worked;
 - (3) The professional degree, if applicable and experience required for each position.
- 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 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, 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, 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" and California Government Code § 12952.
- D. Required Licenses or Certifications
CONTRACTOR must possess the required certificates and/or appropriate licenses for evaluating and/or diagnosing learning disabilities.
- E. Required Level of Education
CONTRACTOR's personnel providing services under the Agreement shall meet required levels of education as listed in Schedule B: Scope of Services - B.8.B1.

28. LOBBYING

- A. CONTRACTOR shall ensure no federal appropriated 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, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. 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.

29. 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.

30. SUBCONTRACTS

- A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:
- (1) 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; 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; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (3) Is presently indicted 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. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- C. 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 CONTRACTOR and COUNTY.

31. SUPPLANTATION

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. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. 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.

32. ASSIGNMENT

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.

33. 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.

34. 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.

35. 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 COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of 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. 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.

36. ADMINISTRATIVE/CONTRACT LIAISON

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

37. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the "Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as Attachment III. CONTRACTOR will sign and date Attachment III and return it to COUNTY along with the executed Agreement. 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

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. CONTRACTOR must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For copies 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.

38. 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:

COUNTY:

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

Reports:

DARTrpts@rivco.org

CONTRACTOR:

Foster Assessment Center and Testing Service Inc.
Chief Executive Officer
516 Pennsfield Suite 108
Thousand Oaks, CA 91360

CONTRACTOR "Remit To" address:

Foster Assessment Center and Testing Service Inc.
Chief Executive Officer
516 Pennsfield Suite 108
Thousand Oaks, CA 91360

39. SIGNED IN COUNTERPARTS

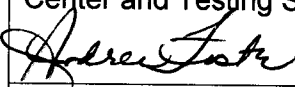
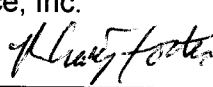

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

40. MODIFICATION OF TERMS


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

41. ENTIRE AGREEMENT

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

Authorized Signature for Foster Assessment Center and Testing Service, Inc.  	Authorized Signature for COUNTY 
Printed Name of Person Signing: Andrea Foster R. Craig Foster	Printed Name of Person Signing: Chuck Washington
Title: Chief Executive Officer Chief Financial Officer	Title: Chair, Board of Supervisors
Date Signed: 5/30/18	Date Signed: JUN 26 2018

FORM APPROVED COUNTY COUNSEL
BY:  6/12/18
DANIELLE D. MALAND DATE

ATTEST:
KECYN HARRER-HEM, Clerk
By 
DEPUTY

Schedule A
Payment Provisions

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total payments to CONTRACTOR shall not exceed \$959,454.00 (see table below):

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2018 through June 30, 2019	\$180,711.00
July 1, 2019 through June 30, 2020	\$186,075.00
July 1, 2020 through June 30, 2021	\$191,811.00
July 1, 2021 through June 30, 2022	\$197,553.00
July 1, 2022 through June 30, 2023	\$203,304.00
Total	\$959,454.00

A.2 UNIT OF SERVICE COST RATE

DPSS will pay CONTRACTOR for services performed under this Agreement according to the Unit of Service specified in the table below.

FY 18/19	
Service	Cost per Unit
Partial Evaluation	\$ 472.00
Full Evaluation	\$ 944.00
Diagnosis*	\$2,653.00
Year 1 FY 18/19 Not to Exceed	\$180,711.00
<i>*if more than three (3) diagnosis are required annually, permission for the additional service must be obtained by DPSS</i>	

FY 19/20	
Service	Cost per Unit
Partial Evaluation	\$ 486.00
Full Evaluation	\$ 972.00
Diagnosis*	\$2,733.00
Year 2 FY 19/20 Not to Exceed	\$186,075.00
<i>*if more than three (3) diagnosis are required annually, permission for the additional service must be obtained by DPSS</i>	

FY 20/21	
Service	Cost per Unit
Partial Evaluation	\$ 501.00
Full Evaluation	\$1,002.00
Diagnosis*	\$2,815.00
Year 3 FY 20/21 Not to Exceed	\$191,811.00
<i>*if more than three (3) diagnosis are required annually, permission for the additional service must be obtained by DPSS</i>	

FY 21/22	
Service	Cost per Unit
Partial Evaluation	\$ 516.00
Full Evaluation	\$1,032.00
Diagnosis*	\$2,899.00
Year 4 FY 21/22 Not to Exceed	\$197,553.00
<i>*if more than three (3) diagnosis are required annually, permission for the additional service must be obtained by DPSS</i>	

FY 22/23	
Service	Cost per Unit
Partial Evaluation	\$ 531.00
Full Evaluation	\$1,062.00
Diagnosis*	\$2,986.00
Year 5 FY 22/23 Not to Exceed	\$203,304.00
<i>*if more than three (3) diagnosis are required annually, permission for the additional service must be obtained by DPSS</i>	

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

- A. CONTRACTOR will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation is not provided or other requirements are not met.
- B. 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.
- C. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A, 2076B (Attachment IV), following the instructions set forth. Attachment IV is attached hereto and incorporated herein by this reference for request of all payments.
- D. CONTRACTOR shall include evidence of service, by attaching the completed C-IV Plan 109, Attachment V, attached hereto and incorporated herein by this reference.
- 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 COUNTY. 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 COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

A.5 FINANCIAL RESOURCES

During the term of this Agreement, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has been no material financial change in 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 CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

B.1 BACKGROUND

Per the California Department of Social Services Manual of Eligibility and Assistance Standards, hereinafter referred to as "EAS", Section 42-722.46, counties must use trained, qualified learning disabilities evaluation professionals who use recognized and validated evaluation tools to identify and determine the appropriate accommodations for individuals with learning disabilities.

Counties must offer all Welfare-to-Work (WTW) participants a screening for any potential learning disabilities during the first contact for services under WTW. Participants who request or agree to a learning disability screening at any time during their WTW participation must be screened by the COUNTY before they are assigned to another WTW activity. The COUNTY must send the participant to a qualified learning disabilities evaluation professional for an assessment of their aptitude. The professional will determine if a learning disability exists and if so, what accommodations are necessary for the individual to attain self-sufficiency in work related activities.

B.2 GOAL

The goal of the evaluations and diagnosis services are to: assist participants to identify their inherent strengths and weaknesses; to measure their problem solving abilities, learning skills and critical thinking; and to assess their ability to learn in a specific area or discipline. By providing appropriate work activity accommodations, which are identified during the learning evaluation, participants with a learning disability(ies) can be taught effective strategies or methods for learning at school or on the job.

B.3 OBJECTIVES

Welfare-to-Work (WTW) participants will receive information on resources available to assist them in becoming self-sufficient based on their learning disability. DPSS works diligently to ensure all available services to participants are provided in a comprehensive manner; are conveniently available and easily accessible; are strongly linked to additional supportive resources outside CalWORKs system; and are culturally respectful.

B.4 TARGET POPULATION

Participants of the CalWORKs program are families with minor children who receive temporary financial assistance as a result of lost or reduced income. The program is designed to provide families the means to meet their basic needs in times of hardship, while helping them to enter or re-enter the workforce and become self-sufficient.

B.5 PROGRAM DESCRIPTION

The Welfare-to-Work program is part of the Riverside County Department of Public Social Services. This division assists applicants and recipients of CalWORKs temporary assistance to become self-sufficient. Adults who receive CalWORKs temporary assistance and have the ability to work are registered for the WTW program when their aid is provided.

B.6 PROGRAM OUTCOMES

Within prescribed timeframes provide:

1. A Learning Disability Evaluation to all referred customers
2. Diagnostic Services

3. Learning Disability and Diagnostic results with recommendations
4. A monthly, COUNTY-wide, statistical summary of all learning disability activity

B.7 DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the CONTRACTOR.
- B. DPSS may monitor the performance of the CONTRACTOR in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the CONTRACTOR through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and CONTRACTOR self-monitoring.
- C. Screen participants using the Learning Needs section in the OCAT. Provide an OCAT, Learning Needs Screening Printout (Attachment VI), to CONTRACTOR for participants with a positive rating for a suspected learning disability.
- D. Enroll/reschedule participants in the next available Learning Disability Evaluation activity. Participants with limited English proficiency suspected as having a learning disability are referred directly to the CONTRACTOR based on observation.
- E. Obtain a signed WTW 20, Permission to Release Learning Disabilities Information Form (Attachment VIII) from participant.
- F. Refer participants for a Learning Disability Evaluation and/or diagnosis utilizing the C-IV Plan 109 form (Attachment V). Send the C-IV Plan 109 along with the OCAT sections A4-B5, Learning Needs Screening Printout and Appraisal Summary and Recommendations (ASR) (Attachment VI) and the WTW 20 (Attachment VIII) to the CONTRACTOR via email, fax or in person.
- G. Send a C-IV Plan 109 to dis-enroll participants who cancel his/her scheduled LD Evaluation appointment.
- H. Designate a contact person for each WTW location for the purpose of coordinating reservations of individual interviews, testing and classrooms based on space availability. DPSS shall provide an office contact list to CONTRACTOR.
- I. WTW case managers submit requests to amend "Employment Plans" using the "Riverside County DPSS Employment Plan Amendment Requests" (Attachment IX) within twelve (12) months from the date the original plan was signed.

B.8 CONTRACTOR RESPONSIBILITIES

- A. General Responsibilities
 1. Assign staff to be liaison between CONTRACTOR and DPSS
 2. The CONTRACTOR shall provide comprehensive learning disability evaluations and, only when required, a diagnosis, to referred Welfare-to-Work (WTW) program participants within twenty (20) business days of receipt of a written referral sent via fax, e-mail, or in-person from a DPSS case manager.
 - a. C-IV Plan 109 form (Attachment V);
 - b. OCAT printout (Attachment VI); and
 - c. WTW 20 (Attachment VIII).

3. CONTRACTOR shall confirm referrals. Participants are to confirm that all childcare/transportation, etc. is arranged prior to scheduling to avoid a LD evaluation cancellation.
4. CONTRACTOR shall provide equipment, assessment tools and aids, materials, testing booklets, and supplies to conduct LD Evaluation and Diagnostic Services for WTW participants.
5. CONTRACTOR shall provide services throughout Riverside County up to and including the Riverside County Arizona/California (Blythe) state line. The County of Riverside is divided into four (4) separate regions (Eastern, Mid-County, West Corridor and Metro) as determined by zip code and population:
6. CONTRACTOR shall conduct LD evaluation and diagnostic services in locations and at times that are accessible and convenient to WTW participants throughout Riverside County on Mondays – Fridays from 9:00 AM to 3:00 PM. These locations include, but are not limited to, DPSS offices in the Eastern Region - Blythe, Cathedral City, Indio, and Mecca; Mid-County Region - Banning, Hemet, Perris; West Corridor Region - Lake Elsinore, Norco, Temecula; and Metro Region - Jurupa, Moreno Valley, and Riverside (La Sierra). A minimum of two (2) confirmed referrals are required before CONTRACTOR shall travel to an above mentioned location. On a case-by-case basis, one (1) confirmed referral may be accommodated in the Norco and/or La Sierra offices due to the close proximity of the evaluator located in Corona. The testing is to be over a one (1) to two (2) day time period with approximately four (4) to six (6) hours of testing and evaluation. Monthly testing sessions are to be held at a minimum of five (5) DPSS office locations (Indio, Hemet, Norco, La Sierra, and Perris). DPSS office space may be used by CONTRACTOR to perform learning disability evaluation and diagnosis services to WTW participants, based on office space availability.
7. CONTRACTOR shall contact the DPSS office contact person in advance to ensure office space availability for the development of a quarterly schedule.
8. CONTRACTOR to provide DPSS with a quarterly LD evaluation schedule a minimum of two weeks prior to the beginning of each quarter.
9. Locations and/or frequency of testing may be modified as necessary upon mutual agreement of the COUNTY and CONTRACTOR.
10. CONTRACTOR agrees to allow the participant 45 days from the first appointment date to complete the evaluation process. If at the end of the 45 days the participant does not complete the evaluation, the CONTRACTOR may bill the COUNTY for a "partial completion."
11. CONTRACTOR shall provide results of an LD evaluation or diagnostic service to the WTW participant within twenty (20) business days from the completion of the evaluation.
12. CONTRACTOR shall determine appropriate work activity accommodations for participants with learning disabilities, vocational employment and training goals which consider the local labor market and training opportunities, skill levels, interests and the participant's overall potential for realistically achieving established goals based upon the results of the learning disability evaluation.
13. CONTRACTOR shall provide identification of local educational, training, and learning disability resources available to assist WTW participants in being more successful at school and/or on the job.

14. CONTRACTOR shall provide diagnostic services when formal documentation is needed, or the participant presents significant or multiple impairments. When the LD evaluation results in the need for a formal diagnosis, the CONTRACTOR shall:
 - a. Refer the participant to an appropriately trained diagnostician that meets the requirements listed in Schedule B, Section B.8.B
 - b. Provide the diagnostician a full learning disability evaluation report along with any test reports.
 - c. Obtain from the diagnostician a summary of the learning disability assessment that includes all elements contained in the Learning Disability Evaluation Report as well as any recommendations for additional services or referrals as a result of the diagnosis.
 - d. Within five (5) working days of completing each LD diagnosis, email a summary of the learning disability assessment to DARTrpts@rivco.org.
 15. CONTRACTOR shall review the evaluation results with the participant and shall be available to the participant's WTW case manager to discuss information related to the participant's evaluation results as needed to consider appropriate accommodations and/or ability to fully participate in WTW activities.
 16. CONTRACTOR shall provide a response to "Riverside County DPSS Employment Plan Amendment Requests" (Attachment IX) submitted by a WTW case manager up to twelve (12) months from the date the original plan was signed. CONTRACTOR shall follow the same basic process of developing the original employment goals that the learning style evaluation requires.
 17. CONTRACTOR shall follow these guidelines regarding amendment requests:
 - a. When approving/denying the amendment request, the learning disability evaluator will indicate reasoning within the comments section.
 - b. If approving the amendment, the LD evaluator will indicate reasonable accommodations needed for training and/or employment.
 - c. Amendment response shall be e-mailed to: DARTrpts@rivco.org within five (5) business days from the date of request
 18. CONTRACTOR shall provide training prior to the start of services on the interpretation of the CONTRACTOR's evaluation reports to DPSS WTW case managers. This training will be scheduled concurrently with staff's development training of ESCs for screening participants for LD. The CONTRACTOR shall also offer refresher training classes to WTW managers, offer recommendations on employment, training, and local resources available to the participants.
- B. Staffing and Staff Training Requirements**
1. At the effective date of this Agreement, the CONTRACTOR must possess certificates and/or appropriate licenses for evaluating and/or diagnosing learning disabilities.
 - a. Evaluators/diagnosticians are required to possess the following minimum qualifications:
 - 1) Possession of a master's degree, in rehabilitation counseling, or

- 2) Possession of a master's degree, in special education, and twenty-four (24) or more semester units in upper division or graduate level course work in counseling, guidance, student personnel, psychology, or social work; or
 - 3) A master's degree in counseling, guidance, student personnel, psychology, or career development; and either twelve (12) or more semester units in upper division or graduate level course work specifically in counseling or rehabilitation of individuals with disabilities, and experience in one or more of the following:
 - a. Counseling or guidance for students with disabilities; or
 - b. Counseling and/or guidance in industry, government, public agencies, military or private social welfare organizations in which the responsibilities of the position were predominantly or exclusively for persons with disabilities.
 3. Evaluators/Diagnosticians must have experience in testing, assessing and diagnosing learning disabilities.
 4. Evaluators/Diagnosticians must have knowledge of the federal civil rights laws that protect individuals with disabilities, including learning disabilities and other mental impairments, and accommodations/assistive technologies that are available for individuals with these disabilities, as well as knowledge of any applicable state laws on learning disabilities.
 5. Evaluators/Diagnosticians must be qualified to conduct tests to identify learning disabilities.
 6. Diagnosticians must be trained on assessing and diagnosing learning disabilities.
- C. Testing
1. CONTRACTOR must perform testing to identify learning disabilities and/or co-existing disorders using only validated testing instruments to measure suspected learning disabilities. The testing instruments shall measure the WTW participant's intelligence, aptitudes/information processing and achievement. Validated testing instruments must be recognized and validated per California Department of Social Services (CDSS) All County Letter (ACL) 01-70.
 - a. Commonly used tests that measure a participant's cognitive abilities may include but are not limited to:
 - 1) Wechsler Adult Intelligence Scale III (WAIS-III)
 - 2) Woodcock Johnson Psychoeducational Battery – NU (WJ-III NU and/or WJ-IV NU): Test of Cognitive Abilities
 - 3) Stanford Binet Intelligence Scales (SBS)
 - 4) Kaufman Adolescent and Adult Intelligence Test
 - 5) Differential Ability Scales, Second Edition (DAS-II)
 - 6) Reynolds Intellectual Assessment Scales

b. Commonly used tests that measure a participant's academic achievement in reading, mathematics or written language may include but are not limited to:

- 1) Woodcock Johnson Psychoeducational Battery – NU (WJ-III NU and/or WJ-IV NU): Test of Academic Achievement.
- 2) Scholastic Abilities Test for Adults (SATA)
- 3) Stanford Diagnostic Reading Tests (SDRT)
- 4) Wechsler Individual Achievement Test II (WIAT II)
- 5) Kaufman Test of Educational Achievement, Second Edition (KTEA-II)
- 6) Gate-MacGinitie Reading Tests (GMRT)
- 7) Stanford Diagnostic Mathematics Tests
- 8) Test of Written Language III (TOWL III)

c. Commonly used tests that measures a participant's information processing may include but are not limited to:

- 1) Woodcock Johnson Psychoeducational Battery – NU (WJ-III NU and/or WJ-IV NU) Test of Cognitive Abilities
- 2) Detroit Tests of Learning Aptitude-4 (DTLA-4) or DTLA-A (Adult)
- 3) Wechsler Intelligence Scale for Children (WISC IV)
- 4) Wechsler Adult Intelligence Scale-III (WAIS-III)

2. The CONTRACTOR shall when necessary and feasible, use appropriately modified forms of test or administration procedures for test takers with handicapping conditions.

3. The CONTRACTOR shall provide tools and evaluations/diagnosis in each WTW participant's primary language.

a. If no recognized and validated evaluation tools exist in the WTW participant's primary language, the CONTRACTOR must provide appropriate proficient bilingual and/or bicultural staff as needed to conduct testing and diagnosis. The CONTRACTOR must determine if a learning disability exists through:

- 1) The use of other evaluation tools that may provide pertinent information; and
- 2) Discussion tailored to the WTW participant's cultural background with observations of the participant.

D. Evaluation Report

1. Within five (5) working days of completing the Learning Disability Evaluation Report (see sample report – Attachment VII), email a copy of the Learning Disability Evaluation Report to DARTrpts@rivco.org. The Learning Disability Evaluation Report, at a minimum, shall include the following core information: goals, objectives, outcomes, and core information, which includes:

- a. Participant's name and CalWORKs case number
- b. Date participant was tested
- c. Signature of the Evaluator

- d. List of tests administered to the participant
- e. Scores and interpretations of any and all tests administered to the participant
- f. Identification of the participant's specific type of learning disability
- g. Relevant vocational/educational background and history;
- h. General aptitude/cognitive level;
- i. Other issues brought forth, such as, physical/mental problems;
- j. Areas of strength;
- k. Areas of deficiency; and
- l. A summary of the participant's condition and service needs including:
 - 1) Severity of disability;
 - 2) Areas of potential impact, including employment and participation in welfare-to work activities;
 - 3) Rationale for learning disabilities determination/diagnosis;
 - 4) Recommendations for additional services, as appropriate;
 - 5) If identified, any suspected conditions other than a learning disability so that the COUNTY can make the appropriate referral (e.g.) driver's license exam, GED exam; and Range of recommended accommodations/assistive technology to be included in the participant's welfare-to-work plan;
 - 6) Identification of local resources to assist recipients;
 - 7) Vocational recommendations;
 - 8) Documentation of accommodation/assistive technology needs for other purposes (e.g., driver's license exam, GED exam);
 - 9) Discussion of participant's short/long-term employment goals and general/specific vocational recommendations to the extent that the evaluator is qualified to address these issues;
 - 10) If identified, any suspected conditions other than a learning disability so that the COUNTY can make appropriate referral; and
 - 11) Range of recommended accommodations/assistive technology to be included on the participant's employment plan.

B.9 REPORTING

The CONTRACTOR shall submit a monthly Management Report (Attachment X) via email to DARTrpts@rivco.org with "**DART: FACTS LD Monthly Report attention: Secretary to the WTW Deputy Director**" in the subject line. The report shall be submitted no later than 30 days after the end of the month in which the services were provided and must include:

1. For the Originating Referral Office
 - a. Number of new referrals
 - b. Number of cancellations
 - c. Number of "No Shows"
 - d. Number of participants with an Evaluation in Process
 - e. Number of participants evaluated from prior report month(s)
 - f. Number of participants evaluated for the report month
 - g. Total number of participants evaluated during the report month
 - h. Number of participants referred for diagnosis

2. For the Location of the Testing
 - a. Number of new referrals
 - b. Number of cancellations
 - c. Number of "No Shows"
 - d. Number of participants with an evaluation in progress
 - e. Number of participants evaluated from prior month(s)
 - f. Number of participants evaluated for the report month
 - g. Total number of participants evaluated during the report month
 - h. Number identified as Learning Disabled (LD)
 - i. Number identified as Intellectually Disabled (ID)
 - j. Number Identified not LD nor ID

ATTACHMENT I

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Foster Assessment Center and Testing Service, Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of Agreement CW-04015 ("Underlying Agreement") between the County of Riverside ("County") and Foster Assessment Center and Testing Service, Inc. ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

3. Prohibited Uses and Disclosures.

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

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

4. **Obligations of County.**

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

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

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

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

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

- (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- (1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

- (2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

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

11. **Termination.**

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

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

B. **Effect of Termination.**

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

12. **General Provisions.**

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

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

County HIPAA Privacy Officer: HIPAA Privacy Manager

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

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

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

County Departmental Officer: DPSS Privacy Officer

County Department Address: DPSS Business Continuity/Assurance and Review Services
7894 Mission Grove Parkway, Suite 100
Riverside, CA 92508

County Department Fax Number: (951)358-4672

County of Riverside BAA 09/2013

ATTACHMENT II
PII Privacy and Security Standards

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 PII 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 re-authentication 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.
2. 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:

DPSS Privacy Officer
Riverside County Department of Public Social Services
Business Continuity/Assurance and Review Services
7894 Mission Grove Parkway, Suite 100
Riverside, CA 92508
(951) 358-6841
privacyincident@rivco.org

ATTACHMENT III
Assurance of Compliance

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

Foster Assessment Center and Testing Service, Inc.
NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

5/30/18

Date


Director's Signature

516 Pennsfield Place, Suite #108
Thousand Oaks, CA 91360

Address of Vendor/Recipient
(08/13/01)

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

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

From: Foster Assessment Center and Testing Service Inc
Remit to Name
516 Pennsifield Place Suite # 108
Thousand Oaks, CA 91360
Address
Andrea Foster
Contractor Name
CW-04015
Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

Advance Payment \$ _____
(if allowed by Contract/MOU)

Actual Payment \$ _____
(Same amount as 2076B if needed)

Unit of Service Payment \$ _____
of Units) X (\$) _____
of Units) X (\$) _____
of Units) X (\$) _____

of Units) X (\$) _____
of Units) X (\$) _____
of Units) X (\$) _____

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

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

Authorized Signature Title Date

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

Business Unit (5) _____

Purchase Order # (10) _____

Invoice # _____

Account (6) _____

Amount Authorized _____

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

Fund (5) _____

Dept ID (10) _____

Program (5) _____

Program (if applicable) _____

Date _____

Class (10) _____

Management Reporting Unit _____

Date _____

Project/Grant (15) _____

Contracts Administration Unit Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

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

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

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

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

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

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

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

"Authorized Signature, Title, and Date (CONTRACTOR'S)
Self-explanatory (required). Original Signature needed for payment.
EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

ATTACHMENT V
C-IV Plan 109

County of Riverside - Employment Services

Phone: (951) 358-3000

Worker Name: _____

Worker ID: _____

Worker Phone Number: _____

Date: _____

Case Name: _____

Case Number: _____

Referral To Activity

Customer Information

Name: _____

Social Security Number: _____

Contact Number: _____

Primary Language: _____

Goals: _____

Test Scores: Math _____ Reading _____

Enroll participant in the following activity.

Remove participant from the following activity.

Activity Name: _____

Activity Number: _____

Days Per Week: _____

Hours: From _____ To _____

Start Date: _____

Expected End Date: _____

Comments: _____

Provider Information

Name: _____

Phone: _____

Address: _____

Fax: _____

Contact Person: _____

Contract Number: _____

TO BE COMPLETED BY PROVIDER			
Participant:		Accepted:	<input type="checkbox"/> Yes <input type="checkbox"/> No
If not accepted, please explain:			
Training Site:	Contact Person:		
	Phone:	()	
	Fax:	()	
	E-mail:		
Authorized Provider Signature:			Date:
FOR COUNTY USE ONLY			
Employment Services Worker:		Worker ID:	
Authorized Signature:		Date:	
If Required: Supervisor Signature:		Date:	

(01/2003)

Learning Needs Screening Printout, OCAT printout sections A4-B5 and
Appraisal and Summary Recommendations (ASR)

Education (Section B)

Learning Needs

1. Have you ever had any problems learning in middle school or junior high?
 Yes | No
2. Do you have difficulty working from a test booklet to an answer sheet?
 Yes | No
3. Do you have difficulty or experience problems working with numbers in a column?
 Yes | No
4. Do you have any trouble judging distances?
 Yes | No
5. Do any family members have learning problems?
 Yes | No
6. Have you ever had any problems learning in elementary school?
 Yes | No
7. Do you have difficulty or experience problems mixing mathematical signs (+/x)?
 Yes | No
8. Do you have difficulty or experience problems filling out forms?
 Yes | No
9. Did you experience difficulty memorizing numbers?
 Yes | No
10. Do you have difficulty remembering how to spell simple words you know?
 Yes | No
11. Do you have difficulty or experience problems taking notes?
 Yes | No
12. Do you have trouble adding or subtracting small numbers in your head?
 Yes | No
13. Were you ever in a special program or given extra help in high school?
 Yes | No

Education

14. Were you ever in special education classes or school?
 Yes | No
15. Have you ever been diagnosed or told you have Learning Disabilities?
 Yes | No

By Whom

When

16. Have you ever been diagnosed or told that you have Attention Deficit Disorder with or without hyperactivity?

Yes | No

By Whom

When

Glasses

17. Do you need or wear glasses?

Yes | No

18. Was your last vision test within the last two years?

Yes | No

Hearing

19. Do you need or wear a hearing aid?

Yes | No

20. Have you had your hearing tested in the last 12 months?

Yes | No

Speech

21. Have you ever seen a speech or language therapist?

Yes | No

Medical / Physical

22. Have you ever had any of the following?

A lot of ear infections

Yes | No

A lot of sinus infections

Yes | No

High fevers that lasted a long time

Yes | No

Diabetes (high blood sugar)

Yes | No

Severe allergies

Yes | No

A lot of headaches or migraines

Yes | No

A head injury

Yes | No

Convulsions or seizures

Yes | No

Serious health problems

Yes | No

23. Are you taking any medications that affect the way you think, act, or feel?

Yes | No

24. Do you need medical or follow-up services?

Yes | No

Total Score 0

Foster Assessment Center & Testing Service, Inc.
Learning Disability Evaluation
Riverside County
SAMPLE REPORT

SECTION 1: PARTICIPANT INFORMATION

Participant:		Case Number #:	0000000
Gender:		Evaluator:	
Primary Language:		Dates of Attendance:	
Referring Office:	Riverside Co DPSS	Assessment Site:	
Employment Specialist:			

SECTION 2: PARTICIPANT BACKGROUND

Medical/Physical/Psychological Issues:

Education/Training Reported	School Name (Location)	Area of Study	Grade Completed or Degree/Certification	Date Completed

Work History Reported Job Title (Name of Employer)	Length/Years of Employment	Reason for Leaving

Transferable Skills:

SECTION 3: JOB READINESS SKILLS

	YES	NO		YES	NO
Appropriately Groomed/Attired			Appropriate Work Pace		
Expresses Self Clearly			Positive Attitude/Cooperative		
Self Confident			Perseveres on Tasks		
Works Effectively Under Pressure			Appropriate Interpersonal Relations		
Dependable Attendance/Punctual			Ability to Make a Career Decision		

Comments:

SECTION 4: AREAS OF STRENGTHS AND LIMITATIONS/BARRIERS

Areas of Strengths:

•

Limitations/Barriers	Explanation	Recommendations/Accommodations
Academic/Achievement Limitations		
Adult Illiteracy		
Childcare Issues		
Domestic Violence		
English Skills		
GED Requirements		
Housing/Shelter Issues		
Interpersonal Issues		
Legal Issues		
Medical Issues		
Mental Health Issues		
Substance Abuse		
Transportation Issues		
Work Product and/or Work Pace		

SECTION 5: LEARNING DISABILITY IDENTIFICATION

Learning Disability Identified: Yes No

The definition of a learning disability, according to the California Education Code is defined as a demonstration of one or more of the following conditions:

- low average to above average intellectual ability;
- severe processing deficit(s); and
- severe aptitude-achievement discrepancy(ies) and measured achievement in an instructional or employment setting.

Cognitive Processing Demonstrated	Learning Disability Identified Within the Following Areas
<input type="checkbox"/> Above Average	<input type="checkbox"/> Reading Comprehension
<input type="checkbox"/> High Average	<input type="checkbox"/> Spelling
<input type="checkbox"/> Average	<input type="checkbox"/> Arithmetic Computation
<input type="checkbox"/> Low Average	<input type="checkbox"/> Other: Dyscalculia
	<input type="checkbox"/> Other: Dysgraphia

Intellectual/Developmental Disability Identified: Yes No

According to the *Diagnostic and Statistical Manual of Mental Disorders (DSM-5)*, an intellectual disability involves impairments of general mental abilities that impact adaptive functioning in three domains, or areas. These domains determine how well an individual copes with everyday tasks, and are as follows:

- The conceptual domain includes skills in language, reading, writing, math, reasoning, knowledge, and memory;
- The social domain refers to empathy, social judgment, interpersonal communication skills, the ability to make and retain friendships, and similar capacities; and
- The practical domain centers on self-management in areas such as personal care, job responsibilities, money management, recreation, and organizing school and work tasks.

While intellectual disability does not have a specific age requirement, an individual's symptoms must begin during the developmental period and are diagnosed based on the severity of deficits in adaptive functioning. The disorder is considered chronic and often co-occurs with other mental conditions like depression, attention-deficit/hyperactivity disorder, and autism spectrum disorder.

Cognitive Processing Demonstrated
<input type="checkbox"/> 70 or Below

SECTION 6: EMPLOYMENT GOALS

Primary Employment Goal	Dot Code:	O*NET#:
Recommended	•	
Activities/Available Resources:		

Factors Supporting the Selection of the Primary Employment Goal:					
	Yes	No		Yes	No
Availability of Job/Job Outlook/Demand List			Educational Preparation/Certification (Credentials)		
Vocational Interest/Preference			Demonstrate Motivation/Commitment/Work Values		
Transferable Skills/Past Work History			Sufficient Academics Skills/Aptitudes		

In directing the participant vocationally, this evaluator and the participant worked together to establish appropriate employment goals that were conducive to the participant's interests, transferable skills, aptitude and academic levels. The primary employment goal of

Second Employment Goal	Dot Code:	O*NET#:
Recommended	•	
Activities/Available Resources:		

Third Employment Goal	Dot Code:	O*NET#:
Recommended	•	
Activities/Available Resources:		

SECTION 7: SUMMARY/RECOMMENDATIONS/ACCOMMODATIONS

Training and/or Employment Deficits were identified in the following areas:

▪

Recommended Accommodations for Training and/or Employment

▪

If you have any questions, please do not hesitate to call.

Evaluator Signature _____ Date: _____
Evaluator

*Foster Assessment Center & Testing Service, 60 S. Anaheim Blvd., Ste 251, Anaheim, CA, 92805
Phone (714) 635-5370 Fax (714) 635-5372*

Attachments: Test Results; COPS Pictorial Profile; Participant Copy of LD Accommodations; Assessment Feedback From Case Managers Form.

Participant provided with recommendations for local community resources/web aids

FOSTER ASSESSMENT CENTER & TESTING SERVICE, INC.

PARTICIPANT NAME:

APTITUDE/COGNITIVE/ASSESSMENT TEST RESULTS AND INTERPRETATION

BASIC ACADEMIC SKILLS	Test Name	Grade Level
Reading Comprehension	Test of Adult Basic Education (TABE)	
Spelling Achievement	Wide Range Achievement Test	
Math Achievement	Wide Range Achievement Test	

OCCUPATIONAL APTITUDES (Test/Instrument Utilized)
Above Average: •
Average: •
Below Average: •
Work Samples: •

OTHER OCCUPATIONAL APTITUDES/ABILITIES (VALPAR Work Samples)
Demonstrated abilities that exceed the work sample requirements ["Meets, May Exceed"]: •
Demonstrated abilities that meet the work sample requirements ["Meets"]: •
Demonstrated abilities below the competitive rate ["Does Not Meet (A)"]: •
Demonstrated abilities well below the competitive rate ["Does Not Meet (B)"]: •

WOODCOCK-JOHNSON TESTS OF ACHIEVEMENT ABILITY	Grade	Percentile
Letter/Word Identification: Measures the individual's word identification skills.		
Reading Fluency: Measures the individual's ability to quickly read simple sentences and decide if the statement is true and then circling yes or no.		
Calculations: Measures the ability to perform mathematical computations.		
Passage Comprehension: Measures reading comprehension.		
Applied Problems: Measures the individual's ability to analyze and solve math problems.		
Writing Samples: Measures skills and writing responses to a variety of commands.		

WOODCOCK-JOHNSON TESTS OF COGNITIVE ABILITY	Grade	Percentile
Visual/Auditory Learning: Measures the ability for an individual to learn, store and retrieve a series of visual/auditory associations.		
Spatial Relations: Measures visual/spatial thinking.		
Sound Blending: Measures auditory processing and skill in synthesizing language sounds (phonemes).		
Numbers Reversed: Measures short-term memory span and working Memory or attentional capacity.		

INTELLECTUAL/COGNITIVE/LEARNING PROFILE		Percentile
NON-VERBAL INTELLIGENCE TONI-4	TONI Index =	
RAVEN STANDARD PROGRESSIVE MATRICIES		
COGNITIVE EFFICIENCY Woodcock-Johnson	Grade Level =	
GENERAL INTELLECTUAL ABILITY Revised BETA III	BETA IQ =	
VERBAL ABILITY Woodcock-Johnson	Grade Level =	
ACADEMIC FLUENCY Woodcock-Johnson	Grade Level =	

INVENTORY PROFILES—Interest/Personality/Work Values (Please refer to attachments for interest inventory profiles)
Occupations of Highest Interest (County Demand Occupations List): ▪
Career Occupational Preference System (COPS PICTORIAL) Interest questionnaire results indicated highest degree of interest in the following career clusters: ▪
Preferred Learning Style: On a learning style inventory, the individual was described as

**Foster Assessment Center & Testing Service, Inc.
Learning Disability Evaluation
Riverside County**

Learning Disability Evaluation – Participant Copy

Participant:		Case Number #:	0000000
Gender:		Evaluator:	
Primary Language:		Dates of Attendance:	
Referring Office:	Riverside Co DPSS	Assessment Site:	
Employment Specialist:			

Learning Disability Identified: Yes No

Intellectual/Developmental Disability Identified: Yes No

Training and/or Employment Deficits were identified in the following areas:

Recommended Accommodations for Training and/or Employment

Evaluator Signature _____ *Date:* _____
Evaluator

*Foster Assessment Center & Testing Service, 60 S. Anaheim Blvd., Ste 251, Anaheim, CA, 92805
 Phone (714) 635-5370 Fax (714) 635-5372*

ATTACHMENT VIII
WTW 20 Permission to Release Learning Disability Information Form

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

PERMISSION TO RELEASE LEARNING DISABILITIES INFORMATION

PARTICIPANT'S NAME: _____ PROVIDER/SOURCE: _____

I understand that I do not have to let others know about a disability that I may have, and I can volunteer this information whenever I want. I also understand that accommodations for a disability will not be provided to me unless I ask for them.

Check the boxes for which the participant voluntarily gives his/her permission:

RELEASE OF INFORMATION TO COUNTY WELFARE DEPARTMENT
(Place copy in the case file; send original to the Provider/Source)

I give permission for the _____ County Welfare Department to receive a copy of any evaluation report on me about possible learning disabilities. This information can only be used to develop or change my Welfare-to-Work plan and/or to see what accommodations and services I may need to participate in an education, job training, and/or work activity. The county will not tell any employer about my disability without my separate written permission.

RELEASE OF INFORMATION FROM COUNTY WELFARE DEPARTMENT
(Place original in the case file)

I give permission for the _____ County Welfare Department to release any evaluation report about learning disabilities I may have. This information can only be used to develop or change my Welfare-to-Work plan and/or determine helpful accommodations and services I may need in educational, job training, or work settings.

The County Welfare Department may release the information to (check all that apply):

- _____, who will be testing me for possible learning disabilities
NAME OF LEARNING DISABILITIES EVALUATOR
- State and/or local employment training and/or job training agencies that are noted below (check all that apply):
 - Employment Development Department
 - Local One-Stop Center
 - Local Workforce Investment Area Agency
 - Department of Rehabilitation
- Local, state, or private college (specify): _____
- Other (specify): _____

PARTICIPANT'S SIGNATURE

I understand that:

- This information is needed to comply with Title II of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and Welfare and Institutions Code Section 11325.4.
- This information will be kept confidential in the case file and will not be disclosed without my signed consent for each disclosure unless the disclosure is specifically required or allowed by law.
- This permission form, except for action already taken, may be canceled by me at any time. If I do not cancel this form, it will end one year from the date of my signature.

I have read this form (or had it read to me) after it was completed and before I signed it. I know I can get a copy of this form if I ask for it.

PARTICIPANT'S SIGNATURE: _____ DATE: _____

WTW 20 (0402) REQUIRED FORM - SUBSTITUTE PERMITTED

ATTACHMENT IX
Employment Plan Amendment Request

Riverside County Department of Public Social Services
EMPLOYMENT PLAN AMENDMENT REQUEST

Please fax this request to Foster Assessment Center & Testing Service, Inc. at
(805) 497-2525 or e-mail to Riverside@FosterAssessment.com

TO BE FILLED OUT BY THE CASE MANAGER

Participant Name: _____ Case Number: _____
Date of Evaluation: _____ Evaluation Location: _____
Original I.D. Evaluator: _____ Date of Request _____
Employment Services Counselor: _____
Employment Services Counselor Phone #: _____
Employment Services Counselor E-Mail: _____
New Employment Goal Requested: _____ O*NET #/DOT: _____
Activities/Services Requested: _____
Reason for Request for Change: _____

RESPONSE TO AMENDMENT REQUEST TO EMPLOYMENT PLAN

Amendment to Employment Plan Approved:

New Employment Goal: _____ O*NET #/DOT: _____
Accommodations Recommended: _____

Comments: _____

Amendment to Employment Plan NOT Recommended:

Comments: _____

Learning Disability Evaluator: _____

▶ _____
SIGNATURE DATE

Foster Assessment Center & Testing Service, Inc. (FACTS)
FACTS Administrative Office – 516 Pennsfield Place, Suite 108 Thousand Oaks, CA 91362
Office Number – (805) 497-1685 Fax Number (805) 497-2525 Riverside@FosterAssessment.com

Riverside County Department of Public Social Services
**EMPLOYMENT PLAN AMENDMENT TO
FOSTER ASSESSMENT CENTER & TESTING SERVICE INC. (FACTS)**

Amendment Request Procedures

Amendment decisions are made the same way the original employment plan decisions are made. Amendment Requests should only be submitted to FACTS if both the Employment Services Counselor and the Participant agree that the new desired Employment Goal is one that is obtainable and viable. Although most of the employment plans that are amended occur within in the first thirty (30) days, amendments to the plan can be made any time during the twelve (12) month period after the plan is signed.

When processing an Amendment Request, the Learning Disability Evaluator will first review the participant's academic levels, aptitudes, transferable skills, work history, legal issues, vocational interests, barriers, and whether they have a high school diploma/GED in order to determine if the amendment request is supported by the test results and information obtained from the participant.

The response to the Amendment Request will follow the same basic process of developing employment goals that the learning style evaluation requires.

Specific guidelines for FACTS to follow:

1. Amendment response should be e-mailed to the Employment Services Counselor within five (5) workdays from date of requests.
2. When approving/denying the Amendment Request, the Learning Disability Evaluator will indicate their reasoning within the comments section. If approving the amendment, the Learning Disability Evaluator will indicate reasonable accommodations needed for training and/or employment.

**Riverside County Learning Disability Evaluation
Management Report**

**ATTACHMENT X
Management Report Template**

(1) Originating Referral Office	(2) # of New Referrals*	(3) # of Cancellations	(4) # of No Shows	(5) # of Participants with an Evaluation in Progress	(6) # of Participants Evaluated from Prior Report Month(s)*	(7) # of Participants Evaluated for the Report Month	(8) Total # of Participants Evaluated During the Report Month**	(9) # Identified as Learning Disabled	(10) # Identified as Intellectually Disabled	(9) # of Participants Referred for Diagnosis
Banning										
Blythe										
Cathedral City										
Desert Hot Springs										
Hemet										
Indio										
Jurupa										
Lake Elsinore										
La Sierra										
Moreno Valley										
Norco										
Perris										
Workforce Connection										
TOTAL										

Month: _____ Year: _____

(1) Location of Testing	(2) # of New Referrals*	(3) # of Cancellations	(4) # of No Shows	(5) # of Participants Evaluation in Progress	(6) # of Participants Evaluated from Prior Report Month(s)	(7) # of Participants Evaluated for the Report Month	(8) Total # of Participants Evaluated During the Report Month**	(9) # Identified as Learning Disabled	(10) # Identified as Intellectually Disabled	(10) # Identified as not LD or LD
Hemet										
Indio										
Lake Elsinore										
La Sierra										
Norco										
Perris										
TOTAL										

*Column (2) does not include numbers identified in Column (6) **Column (8) equals the sum of columns (6) and (7)