

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



ITEM  
3.31  
(ID # 7279)

**MEETING DATE:**

Tuesday, July 17, 2018

**FROM :** PUBLIC SOCIAL SERVICES:

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Five (5) Year Agreements with MarSell Consulting & MHS and California Family Life Center for SafeCare Services. [Districts: All]; [Annual Cost \$563,020, Aggregate Cost \$2,815,101 - Federal 42%, Realignment 26%, Children's Trust Fund 32%]

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

1. Approve and authorize the Chairman of the Board to execute agreement CS-03980 with MarSell Consulting & MHS for safecare services, in an annual amount not to exceed \$175,500, effective date of execution through June 30, 2023.
2. Approve and authorize the Chairman of the Board to execute agreement CS-03979 with California Family Life Center for safecare services, in an annual amount not to exceed \$387,520.20, effective date of execution through June 30, 2023.
3. 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 that move funds between the agreements, as needed, not to exceed the aggregate amount of \$2,815,101.

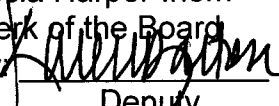
**ACTION:** Policy

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: July 17, 2018  
xc: DPSS. Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$563,020	\$563,020	\$2,815,101	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Federal 42%, Realignment 26% Children's Trust Fund 32%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19 – 22/23

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

**BACKGROUND:**

**Summary**

On June 6, 2017 (item 2.11), the Board of Supervisors accepted the 2017 Child Abuse Prevention Community Needs Assessment for Riverside County. In June 2016, the Department of Public Social Services – Children's Services Division (DPSS-CSD) and HOPE Collaborative, which is Riverside County's Child Abuse Prevention Council (CAPC), started the survey process and completed the countywide community needs assessment in the fall of 2016. The purpose of the community needs assessment was to satisfy three DPSS-CSD needs:

1. Identify community service needs and barriers to service in relation to child abuse and neglect prevention, intervention and treatment.
2. Meet funding requirements and guidelines set by the State Office of Child Abuse Prevention (OCAP) for: the Child Abuse Prevention, Intervention and Treatment (CAPIT), Promoting Safe and Stable Families (PSSF), Community-Based Child Abuse Prevention (CBCAP) funding and Children's Trust Fund (CTF).
3. Use findings from the community needs assessment to guide funding priorities for the use of CAPIT, PSSF, CBCAP and CTF funds.

Results of the community needs assessment identified one of the service priorities most important to the prevention of child abuse by service providers is to provide parent education classes for adults who need assistance strengthening their emotional attachment to their children, learning how to nurture their children and understanding general principles of discipline, care and supervision.

DPSS submitted an RFQ through Riverside County's Purchasing and Fleet's Public Purchase website to obtain quotes from qualified vendors interested in providing SafeCare services based on the community needs assessment. The bids were broken-out by geographic zones and the bidders submitted bids with their preference for each zone. All proposals were screened based on experience and lowest cost. DPSS recommends awards to the vendors listed in the table below. DPSS is requesting the Board of Supervisors approval for the period date of execution through June 30, 2023 for the safecare service agreements.

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<b>Vendor</b>	<b>Agreement Number</b>	<b>Service Category</b>	<b>Service Area</b>	<b>Unit of Service Rate</b>	<b>Annual Maximum Reimbursable Amount</b>	<b>Aggregate Maximum Reimbursable Amount</b>
MCMHS	CS-03980	SafeCare – In-Home Parenting	Zone 1*	\$65.00	\$175,500.00	\$877,500.00
CFLC	CS-03979	SafeCare – In-Home Parenting	Zone 2*	\$88.74	\$199,665.00	\$998,325.00
CFLC	CS-03979	SafeCare – In-Home Parenting	Zone 3*	\$86.81	\$156,258.00	\$781,290.00
CFLC	CS-03979	SafeCare-In-Home Parenting	Zone 4*	\$87.77	\$31,597.20	\$157,986.00

*\*Note: Zone 1 covers Western Riverside County; Zone 2 covers Mid and Southwest Riverside County; and, Zone 3 covers Eastern Riverside County. Zone 4 covers Blythe.*

The recommended awards were presented to the Child Abuse Prevention Council (CAPC) HOPE Collaborative Board of Directors. The presentation included a detailed analysis of the process and a description of the components leading to the final results. The HOPE Collaborative Board approved the award with recommendations as shown in their letter to the Board of Supervisors, submitted as Attachment A.

**Impact on Residents and Businesses**

These agreements will ensure that safecare in-home parenting services are available for families who need these services.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Funding for these agreements has been budgeted through the normal county budget process. There are no county funds required for these agreements. All funding will come from federal, Realignment and Children’s Trust Fund.

**Contract History and Price Reasonableness**

On April 25, 2018 Riverside County Purchasing and Fleet Services released a Request for Quotation (RFQ) # DPARC-559 for the SafeCare In-Home Parenting services for fiscal years 2018/2019 through 2022/23. These services will further the following objectives: reducing the rate of recurrence of abuse and/or neglect in homes where children were not removed subsequent to child abuse investigation and reducing the rate of foster care re-entry.

The RFQ was sent to over 100 organizations in the community on the Public Purchase website and County Purchasing posted all questions on their website on May 7, 2018.

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The RFQ closed on May 10, 2018 and six (6) proposals were received in response to the bid. The proposals were screened and a clarification was sent to one of the top bidders. The recommended awards reflect the community's needs, as specified in the community needs assessment. The unit of service cost ranged from \$65 - \$200 for Zone 1 and \$88 - \$210 for Zones 2, 3, and 4. MCMHS was selected as the winning bidder to provide services for Zone 1. CFLC was selected as the winning bidder to provide services for Zones 2, 3, and 4. CFLC and MCMHS were selected as the winning bidders based on their experience and lowest bid cost.

**ATTACHMENTS:**

- Attachment A: CAPC HOPE Collaborative Board Award Recommendation Letter
- Attachment B: Agreement CS-03979 with California Family Life Center for SafeCare Services
- Attachment C: Agreement CS-03980 with MarSell Consulting and MHS for SafeCare Services

  
\_\_\_\_\_  
Jennifer Sargent, Principal Management Analyst      7/11/2018

  
\_\_\_\_\_  
Teresa Summers, Director of Purchasing      6/26/2018

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel      7/12/2018

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel      7/12/2018



Child Abuse Prevention Council  
Executive Headquarters  
21250 Box Springs Road, Suite 201, Moreno Valley, CA 92557  
Phone 951-686-3750 / Fax 951-276-9542  
[www.hopecollaborative.org](http://www.hopecollaborative.org)

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June 28, 2018  
Chuck Washington, Chairman  
Riverside County Board of Supervisors  
4060 Lemon Street  
Riverside, CA 92501

RE:

Dear Supervisor Washington,

On February 28, 2018 the Board of Directors for HOPE Collaborative received a report on proposals submitted to the Department of Public Social Services related to the Request for Proposal (RFP) for CAPIT and PSSF funded services. During the presentation, Rod Jaffe, DPSS, presented for considerations by the HOPE Board the final recommendations for funding awards.

Mr. Jaffe's presentations included a detailed analysis of the RFP process, a description of the components used by evaluators for scoring as well as a description of services and sources of funds included in this funding award process. At the conclusion of this presentation, the Board members present were satisfied with the RFP process as well as the selection of vendors.

On June 27, 2018 Mr. Jaffe presented the updated results to the HOPE Board. The meeting having been duly called and with a quorum of members present, by unanimous vote the HOPE Board of Directors approved the award recommendations made by the evaluators.

Sincerely,

Shannon Gonzalez  
Chief Program Officer



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

and

MarSell Consulting and MHS  
SafeCare Services  
CS-03980



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List of Schedules

- Schedule A – "Payment Provisions"
- Schedule B – "Scope of Services"

List of Attachments

- Attachment I – HIPAA Business Associate Agreement
- Attachment II – PII Privacy and Security Standards
- Attachment III – Assurance of Compliance
- Attachment IV – DPSS 2076A & Instructions
- Attachment V – SafeCare Services Program Evaluation Tools
- Attachment VI – Home Accident Prevention Inventory – HAPI
- Attachment VII – Infant Planned Activities Training – iPAT
- Attachment VIII – Child Planned Activities Training – cPAT
- Attachment IX – Sick or Injured Child Checklist – SICC
- Attachment X – Graduation Rate Table
- Attachment XI – Monthly Service Report & Instructions

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018\_\_, by and between MarSell Consulting and MHS, 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. "Board of Supervisors" refers to the County of Riverside's Board of Supervisors.
- C. "CBCAP" shall mean the Community Based Child Abuse Prevention.
- D. "CONTRACTOR" refers to MarSell Consulting and MHS including its employees, agents, representatives, subcontractors, and suppliers.
- C. "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.
- D. "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.
- E. "Evidence-Based" is defined as a practice consistent with the best research available, utilized with sound clinical judgment and experience, and aligned with the goals and values of the client being served.
- F. "Fidelity" shall mean to the extent to which an intervention is implemented as intended by the designers of the intervention.
- G. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- H. "In-Home Parenting Education" refers to active learning approaches to parent education services provided in the home where parents actively acquire parenting skills through mechanisms such as homework, modeling, or practicing skills. Parent education is focused on acquisition of new parenting skills and behaviors to promote positive parent-child interactions.
- I. "JOM" refers to Joint Operational Meetings and are held between CONTRACTOR and DPSS.
- J. "NSTRC" refers to the National SafeCare Training and Research Center.
- K. "PEU" refers to DPSS CSD Program Evaluation Unit.
- L. "SafeCare" is an Evidence-Based parent-training curriculum for parents with young children who are at-risk and/or have been reported for maltreatment. (Source: US DHHS, <https://www.childwelfare.gov/topics/preventing/prevention-programs/homevisit/homevisitprog/safe-care/>).
- M. "SDM" refers to Structured-Decision Making, a set of Evidence-Based and standardized assessment tools that use clearly defined and consistently applied decision-making criteria for screening of investigation, determining response priority, identifying immediate threatened harm, and estimating the risk of future abuse and neglect. Child and family needs and strengths are identified and considered in developing and monitoring progress toward a case plan.
- N. "SSW" shall mean a Children Services Social Worker.

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, and Attachment IV DPSS 2076A & Instructions.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective Upon execution 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 or 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 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. 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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. 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. CONTRACTOR shall have knowledge of Evidence-Based practices for parent training.
- E. CONTRACTOR shall have professional staff who possess a Bachelor's Degree in the Behavioral Science field or have adequate paraprofessional experience which is approved by DPSS.

26. 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.

27. ADVERSE GOVERNMENT ACTION

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

28. SUBCONTRACTS

A. 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.

29. 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.

30. 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.



31. FORCE MAJEURE

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

32. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

33. DISPUTES

A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by 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.

34. ADMINISTRATIVE/CONTRACT LIAISON

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

35. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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 a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

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

C. Services, Benefits and Facilities

CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

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

D. Cultural Competency

CONTRACTOR shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

36. NOTICES

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

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

CONTRACTOR:

MarSell Consulting and MHS  
Tricia Pegues  
Chief Operating Officer  
3281 E. Guasti Road, Ste. 700  
Ontario, CA 91761

CONTRACTOR "Remit To" address:  
 MarSell Consulting and MHS  
 Tricia Pegues  
 Chief Operating Officer  
 3281 E. Guasti Road, Ste. 700  
 Ontario, CA 91761

37. SIGNED IN COUNTERPARTS

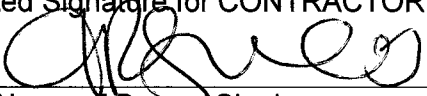
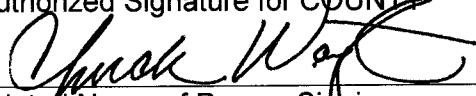
This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

38. MODIFICATION OF TERMS

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

39. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. 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 CONTRACTOR 	Authorized Signature for COUNTY 
Printed Name of Person Signing: Tricia Pegues	Printed Name of Person Signing: Chuck Washington
Title: Chief Operating Officer	Title: Chair, Board of Supervisors
Date Signed: 6/27/18	Date Signed: JUL 17 2018

FORM APPROVED COUNTY COUNSEL  
 BY:  7/2/18  
 DANIELLE D. MALAND DATE

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By   
 DEPUTY

**A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS**

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
Upon execution through June 30, 2019	\$175,500.00
July 1, 2019 through June 30, 2020	\$175,500.00
July 1, 2020 through June 30, 2021	\$175,500.00
July 1, 2021 through June 30, 2022	\$175,500.00
July 1, 2022 through June 30, 2023	\$175,500.00
Total	\$877,500.00

**A.2 UNIT OF SERVICE**

A single session with each participant which includes:	<ol style="list-style-type: none"> <li>1. Up to 20 (ideally 60 to 90 minutes, but not less than 30 minutes) face-to-face SafeCare curriculum sessions. This will include completion of assessments, surveys, and documentation as required. Assessments will be completed before and after each of the three training modules (Child Healthcare, Parent-Child Interaction, Home Safety).</li> <li>2. Administrative services such as telephone calls, training, monthly and annual reporting.</li> <li>3. Operating Costs</li> </ol>
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A single session with each participant:

Zone	Total Number of Units the Vendor can provide in one year (Column A)	Unit Cost per Session (Column B)	Total Cost (Multiply Column A by Column B)
1	2700	\$65.00	\$175,500.00

**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. The CONTRACTOR must submit a copy of either the initial participant referral or the Differential Response database entry for the month that services begin as backup documentation with billing.
- c. The CONTRACTOR must include an itemized summary sheet with each month's billings. CONTRACTOR shall work with the COUNTY to develop the summary sheet.
- d. 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.
- e. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A (Attachment IV).

- f. 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.
- g. CONTRACTOR shall bill/invoice all other sources including Medi-Cal for all claimable expenses prior to submitting invoices to DPSS.

A.4 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.5 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

## BACKGROUND

SafeCare is an Evidence-Based in-home parenting education program that is generally provided in weekly home visits that last up to 90 minutes each. The duration of the program is typically 18-20 weeks for each family, and the content for the in-home parenting sessions is delivered in three separate modules consisting of six sessions per module, with two (2) additional sessions at the discretion of the Provider. These modules are:

- Home safety training,
- Child health care needs, and
- Parent-child Interaction

The curriculum targets parents who are at-risk or who have been reported for child maltreatment and/or have open dependency cases. Through SafeCare, trained staff, called Providers, work with at-risk families in their home environment to improve parents' skills in several domains. For more information on the SafeCare program, please go to <http://safecare.publichealth.gsu.edu/>

There are three (3) required training modules with the SafeCare Evidence-Based model. Each module includes a baseline assessment, intervention (training) sessions, and a follow-up assessment to monitor changes and progress in parenting skills over the course of the program.

The CONTRACTOR will be required to implement the SafeCare Evidence-Based parent training curriculum consisting of the following three required module activities for referred families:

- Home Safety Module
- Health Module
- Parent-Child/Parent-Infant Interactions Module

### B.1 GOALS

The goal of SafeCare is to reduce entry/re-entry into the Child Welfare System and increase re-unification by enhancing the parenting skills of participating parents/caregivers.

### B.2 TARGET POPULATION

SafeCare targets families with children ages 0 to 5 who have a history of child maltreatment and/or at risk of child maltreatment. These families participate on a voluntary basis and may or may not have an open dependency case with Children's Services Division (CSD).

### B.3 OBJECTIVES

1. Provide Evidence-Based parenting services to improve parenting skills, parenting-child interaction, and overall family functioning.
2. Provide problem solving skills to reduce parental stress and hardship on children.
3. Provide health education to improve parent's ability to take care of their child's healthcare needs.
4. Reduce child hazards and improve safety in the child's home.
5. Ensure that the program is accessible to parents/caregivers in need of the service.

### B.4 OUTCOMES

1. Maintain a 50% graduation rate for voluntary services.

2. Maintain a 75% graduation rate for dependency cases.
3. After completion of the SafeCare program, participating clients will demonstrate a 6% decrease in parental stress as measured by a difference in scores using an evaluation tool selected by DPSS (Parenting Stress Index Short Form) administered to clients prior to participation in the SafeCare program (Pre) and subsequent to participation in the SafeCare program (Post).
4. After completion of the SafeCare program, participating clients will demonstrate a 15% increase in parental competence (parent self-efficacy and satisfaction) as measured by a difference in scores using an evaluation tool selected by DPSS (Parenting Sense of Competence Scale) administered to clients prior to participation in the SafeCare program (Pre) and subsequent to participation in the SafeCare program (Post).
5. The results generated by the evaluation tool(s) during the first year of implementation will be used to establish a baseline for future use in determining appropriate percentage(s) of change for targeted program outcome(s). In subsequent years, changes to target program outcome percentage(s) of change may be modified based on the collected data.

#### B.6 PROGRAM EVALUATION

DPSS-CSD evaluates programs for efficacy of delivered services and successful accomplishment of program outcomes. Thereby, all agreed upon Evidence-Based practice or evidence-informed practices and tools should be used in the implementation of the contract, and modification to or elimination of the proposed Evidence-Based practices or evidence-informed practices and tools are not recommended and need to be discussed with DPSS-PEU. In addition to the achievement of program outcome(s), DPSS will evaluate the impact/relationship of this program on Child Welfare outcomes related to child safety, permanency, child and family well-being.

#### B.7 DPSS RESPONSIBILITIES

1. Assign staff to be a liaison between DPSS and the CONTRACTOR.
2. Refer families electronically through the Differential Response Database. The referral will contain a summary assessment and prioritized service needs.

#### B.8 CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall provide the following services:

##### **Administration**

1. Assign staff to be liaison between the CONTRACTOR and DPSS.
2. Provide services in Zone 1.
3. Maintain a minimum number of five (5) full-time Providers throughout the contract period based on sufficient referrals.
4. Provide services in English and Spanish.
5. Participate in Joint Operation Meetings (JOMs) held between the CONTRACTOR and DPSS. Historically, JOMs are held quarterly.
6. Provide services to participants who are residents of Riverside County.
7. Priority shall be given to participants referred by DPSS.

### **SafeCare Training**

8. CONTRACTOR staff shall successfully complete the SafeCare Certification and attend the following training, meetings, and coaching training within 90 days as follows:
  - a. Attend a five-day on-site training by the NSTRC Certified SafeCare Trainer from Riverside County and be considered a Pre-certified Provider.
  - b. Attend monthly team meetings via teleconference or in person.
  - c. Have nine (9) initial coached visits by a NSTRC Certified SafeCare Trainer and/or Coach and be considered a Certified Provider.
  - d. Participate in all trainings deemed necessary by DPSS, which may include and is not limited to: SafeCare web-based application training and Structured Decision Making (SDM) training.
  - e. Providers may not provide services prior to Pre-certification.
9. Ongoing Coaching
  - a. CONTRACTOR staff must complete in-person or audio-recorded monthly coaching sessions after certification, per NSTRC guidelines. Quarterly coaching will apply for providers with two or more years of certification.

### **Implementation/Program Service Requirements**

10. Provide services to parents who are at risk or who have been reported for child maltreatment and/or have open dependency cases.
11. Implement and maintain Fidelity to the Evidence-Based SafeCare program.
12. Provide services during normal business hours (8am-5pm) and evenings, after 6pm.
13. The CONTRACTOR is to enter required data into the SafeCare database within three (3) business days of all activity, which includes, and is not limited to, attempted contact, phone conversations, and face-to-face visits.
14. The CONTRACTOR staff shall carry caseloads not less than 10 (contingent on sufficient cases) and not to exceed 15 participants at a time per FTE Provider.
15. Provide face-to-face meetings with the participant at their place of residence, or other location, if appropriate.
16. Provide each participant up to 20 (ideally 60 to 90 minutes, but not less than 30 minutes) face-to-face SafeCare curriculum sessions. This will include completion of assessments, surveys, and documentation as required. Assessments will be completed before and after each of the three training modules (Child Healthcare, Parent-Child Interaction, Home Safety) consisting of six (6) sessions per module with two additional sessions at the discretion of the Provider. Sessions may not be combined by Home Visitors who are not certified by NSTRC. Sessions shall not be combined during a face-to-face visit without prior authorization from a SafeCare coach. Exceptions or variances may be utilized with prior DPSS authorization.
17. Adhere to the National SafeCare Training and Research (NSTRC) implementation model.
18. Train participants with young children using the three (3) required SafeCare training modules during home visits:
  - a. Home Safety Module – The Home Safety Module targets risk factors for environmental neglect and unintentional injury. Providers train parents, using validated and reliable



assessment checklists, to identify and reduce/eliminate safety and health hazards in the home.

- b. Health Module – The Health Module targets risk factors for medical neglect. Providers train parents to use health reference materials, prevent illness, identify symptoms of childhood illnesses or injuries, and provide or seek appropriate treatment by following a structured decision-making approach for health issues. To assess actual health-related behavior, parents role-play health scenarios and decide whether to treat the child at home, call a medical provider, or seek emergency treatment.
- c. Parent-Child/Parent-Infant Interactions Module – The Parent-Child/Parent-Infant Interaction Module targets risk factors associated with neglect and physical abuse.

#### **Referral/Intake**

18. Initial contact shall be made and/or attempted within three (3) business days of receipt of referral.
19. Conduct three (3) separate attempts via three (3) different methods with at least one day between each attempt if CONTRACTOR is unable to contact participant within twenty (20) working days of receipt of referral.
20. Contact referring social worker for assistance and/or DPSS Liaison if CONTRACTOR is unable to contact participant prior to terminating services.

#### **Assessments**

21. Assess participants prior to the start of receiving services using a pre-test, and at the completion of services using a post-test to measure change in parenting skills. Pre-test and Post-test will both be turned in on a monthly basis under Reporting.

#### **SafeCare Materials/Resources**

22. CONTRACTOR staff will provide each residence with materials/supplies for conducting SafeCare implementation (provided by DPSS), including but not limited to, first aid kit, child-proofing kit, Health Manual, Safety supplies, Health supplies, and Interaction manual.

#### **Data / Evaluations**

23. DPSS CSD will provide an evaluation plan and mandatory evaluation instruments (surveys, assessment tests, etc.) for the CONTRACTOR. The evaluation tools will be used to measure the Program Outcomes referenced in Section B.5.
24. The CONTRACTOR must have access to and, at minimum, intermediate familiarity with Microsoft Excel and Microsoft Access applications.
25. DPSS CSD will provide the following evaluation tools listed below:

##### **Program Outcome Tools:**

- 26.1 Program Outcomes 1-2: Graduation Rate Table, attached hereto as **ATTACHMENT X**.
- 26.2 Program Outcomes 3: DPSS CSD Evaluation Tools Parenting Stress Index Short Form, 4th Edition (PSI/SF) (Richard R. Abiden, 1995) attached hereto in **ATTACHMENT V**.
- 26.3 Program Outcomes 4: DPSS CSD Evaluation Tools Parenting Sense of Competence Scale (PSoC) (Gibaud-Wallston & Wandersman, 1989) attached hereto in **ATTACHMENT V**.

Other Tools:

- 26.4 SafeCare Home Accident Prevention Inventory (HAPI), attached hereto as **ATTACHMENT VI**, is a reliable assessment checklist to measure environmental and health hazards.
- 26.5 SafeCare Infant/Child Planned Activities Training (iPAT/cPAT), attached hereto as **ATTACHMENT VII AND VIII**, is shown to improve interaction and bonding with parents and infants/children.
- 26.6 SafeCare Sick or Injured Child Checklist (SICC), attached hereto as **ATTACHMENT IX**, is an observation checklist to document participant's ability to identify symptoms of illness and injuries, and determine if participants seek the most appropriate health treatment for their child.
- 26.7 SafeCare database tool, a web-based application, will be provided by DPSS and maintained by the CONTRACTOR staff for case management.
- 26.8 Interpret Risk Assessment according to Structured Decision Making (SDM).
- 26.9 DPSS CSD Evaluation Tools Provider Form attached hereto in **ATTACHMENT V**.
- 26.10 DPSS CSD Evaluation Tools Client Intake Measure attached hereto in **ATTACHMENT V**.
- 26.11 DPSS CSD Evaluation Tools Client Exit Measure attached hereto in **ATTACHMENT V**.
- 26.12 The CONTRACTOR shall use the most current version of the evaluation tools approved by CSD-PEU, but any revisions to or replacement of the evaluation tools shall not require an amendment to the Agreement.
- 26.13 The CONTRACTOR may propose additional evaluation tools that is approved by CSD Program Evaluation Unit (PEU):
  - a. The CONTRACTOR must provide documentation of justification, and literature citations and/or references (National Registry Evidence-Based Program Practices (NREPP) and California Evidence-Based Clearinghouse for Child Welfare (CEBC4CW), etc.) that demonstrate Evidence-Based effectiveness of the proposed additional evaluation tools.
  - b. The CONTRACTOR shall provide CSD-PEU physical copies of all proposed program evaluation tools (i.e., survey or scale, survey instructions, data collection procedures, scoring instructions, scoring CD-ROM, etc.) 60 days following the approval of Evidence-Based practice(s) or evidence-informed practice(s). The CONTRACTOR shall include costs of DPSS' copy in their line-item budget.
27. The CONTRACTOR shall comply with the following Evaluation requirements:
  - 27.1 The CONTRACTOR shall submit completed Graduation Rate Table, PSI/SF, PSoC, Provider Form, DPSS-CSD Client Intake Forms, Client DPSS-CSD Exit Forms, SICC, HAPI, cPAT or iPAT to the DPSS CSD Program Evaluation Unit by the 20<sup>th</sup> of the month following services.

- 27.2 The format and method in which evaluation tools data will be submitted to CSD-PEU will be agreed upon DPSS and CONTRACTOR.
- 27.3 All program and assessment materials, such as completed evaluation tools and data, are the sole property of DPSS. Materials that are damaged or lost must be replaced by the CONTRACTOR.
- 27.4 The CONTRACTOR's staff is responsible for properly administering and assisting the client to complete the evaluation tools with appropriate guidance from DPSS-CSD PEU.

**Geographic Areas**

28. The CONTRACTOR shall provide services in Zone 1 (Western County). The Geographical Zone sheet which shows the breakdown of each zone is below:

<input type="checkbox"/> Chec <b>Zone 1</b>		<input type="checkbox"/> Check <b>Zone 2</b>		<input type="checkbox"/> Check <b>Zone 3</b>	
Western County		Mid & Southwest County		Desert & Eastern County	
City	Zip Code	City	Zip Code	City	Zip Code
Colton	92324	Aguanga	92536		
Corona	92879	Anza	92539	Cathedral City	92234
Corona	92881	Banning	92220	Cathedral City	92235
Corona	92882	Beaumont/ Cherry Valley	92223	Coachella	92236
Eastvale	92880	Cabazon	92230	Desert Center/Eagle Mountain	92239
Elsinore	92530	Calimesa	92320	Desert Hot Springs	92240
Elsinore	92531	Hemet	92543	Indian Wells	92210
Elsinore	92532	Hemet	92545	Indio	92201
Homeland	92548	Hemet/Valle Vista	92544	Indio	92202
Jurupa Valley	91752	Idyllwild	92549	Indio	92203
Jurupa Valley	92509	Menifee/Sun City	92584	Indian Hills/DHS/ Sky Valley	92241
March AFB	92518	Mountain Center	92561	La Quinta	92253
Moreno Valley	92551	Murrieta	92562	Mecca/North Shore	92254
Moreno Valley	92552	Murrieta	92563	Midland	92255
Moreno Valley	92553	San Jacinto	92581	Palm Desert	92211
Moreno Valley	92554	San Jacinto	92582	Palm Desert	92260
Moreno Valley	92555	San Jacinto/ Gilman Springs	92583	Palm Desert	92261
Moreno Valley	92556	Temecula	92590	Palm Desert	92258
Moreno Valley	92557	Temecula	92591	Palm Desert	92262
Norco	92860	Temecula	92592	Palm Desert	92263
Nuevo/Lakeview	92567	Temecula	92593	Palm Desert	92264
Perris	92570	Winchester	92596	Rancho Mirage	92270
Perris	92571			Ripley	92272
Perris	92572			Thermal/Oasis/ Salton Sea	92274
Riverside	92501			Thousand Palms	92276
Riverside	92502			Whitewater	92282
Riverside	92503				
Riverside	92504			<input type="checkbox"/> Check <b>Zone 4</b>	
Riverside	92505			Blythe	92225
Riverside	92506			Desert Center / Eagle Mountain	92239
Riverside	92507			Midland	92255
Riverside	92508			Ripley	92272
Romoland	92585				
Sun City	92586				
Sun City/Canyon Lake/Quail Valley	92587				
Wildomar	92595				

## B.9 REPORTING

CONTRACTOR shall complete the following Reporting Requirements:

1. Annual Summary Report- The CONTRACTOR shall submit an annual summary report by the 20<sup>th</sup> of July each year to the DPSS CSD Liaison at PDRreports@rivco.org. The annual summary report shall include the following information:
  - a. Summary of program goal achievement
  - b. Summary of program strengths
  - c. Summary of program barriers and resolutions, if applicable
  - d. One (1) participant vignette per active SafeCare Provider
  - e. Number of referrals provided, results of referrals, client engagement results
2. Submit completed assessment tools (HAPI, PAT, SICC, intake/referral form, pre- and post-tests, surveys, etc.) to DPSS Program Development Region at PDRreports@rivco.org on a monthly basis.
3. The CONTRACTOR is responsible for providing the Children's Services Division-Data Analysis Unit (CSD-DAU) with Monthly Services Reports by the 20<sup>th</sup> of the month following services. See a sample monthly services report and instructions attached hereto as **ATTACHMENT XI**. Submit monthly report indicating number of :
  - a. referrals received
  - b. units provided
  - c. new clients
  - d. terminated client (graduated or dropped out)
  - e. total clients served
  - f. materials/supplies provided to clients
  - g. scheduled and completed evening appointments
4. Enter required data into the SafeCare database tool within three (3) business days of any activity.

HIPAA Business Associate Addendum to the Agreement  
Addendum to Contract  
Between the County of Riverside and MarSell Consulting and MHS

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of Agreement CS-03980 for SafeCare Services (the "Underlying Agreement") between the County of Riverside ("County") and MarSell Consulting and MHS ("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.

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- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 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.

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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.

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- 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.
- 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

## 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](mailto:privacyincident@rivco.org)

Assurance of Compliance

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

MarSell Consulting and MHS  
NAME OF ORGANIZATION

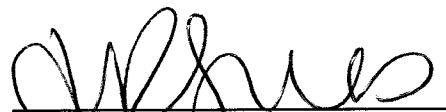
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans 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.

10/27/18  
Date

  
Director's Signature

3281 E. Coast Road Ste 700 Ontario CA 91761  
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: MarSell Consulting and MHS
Remit to Name
3281 E. Guasti Road, Ste. 700
Address
Ontario, CA 91761
City State Zip Code

Contractor Name

Contract Number

Total amount requested for the period of 20

Select Payment Type(s) Below:

- Advance Payment (if allowed by Contract/MOU)
Unit of Service Payment
# of Units X (\$)
# of Units X (\$)
# of Units X (\$)

- Actual Payment (Same amount as 2076B if needed)
# of Units X (\$)
# of Units X (\$)
# of Units X (\$)

Any questions regarding this request should be directed to:

Name Phone Number

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

Authorized Signature Title Date

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

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



DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

**Mail Claims Packet to address shown on upper left corner of DPSS 2076A.**

*[see method, time, and schedule/condition of payments].*

*(Please type or print information on all DPSS Forms.)*

**DPSS 2076A**

**CONTRACTOR PAYMENT REQUEST**

**"Remit to Name"**

The legal name of your agency.

**"Address"**

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

**"Contractor Name"**

Business name, if different than legal name *(if not leave blank)*.

**"Contract Number"**

Can be found on the first page of your contract.

**"Amount Requested"**

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

**"Payment Type"**

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

**"Any questions regarding..."**

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

**"Authorized Signature, Title, and Date (Contractor's)"**

Self-explanatory (required). **Original Signature needed for payment.**

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

# **SAFECARE SERVICES PROGRAM EVALUATION TOOLS**

**Department of Public Social Services – Children’s Services Division  
Program Evaluation Unit  
10281 Kidd Street, 2<sup>nd</sup> Floor  
Riverside, CA 92503**

# COUNTY OF RIVERSIDE

## DPSS-CSD-PEU



## SAFECARE PROGRAM EVALUATION TOOLS PRE-TEST

Name of Community Based Organization or Provider

Client Name: \_\_\_\_\_

Department of Public Social Services-Children's Services Division  
Program Evaluation Unit  
10281 Kidd Street (2<sup>nd</sup> Floor)  
Riverside, California 92503

# Provider Form

## FOR CBO/PROVIDER USE ONLY

Client Name: \_\_\_\_\_

Client Primary Address: \_\_\_\_\_  
Street Address City State Zip Code

Date of Pre-Test Assessment: \_\_\_\_\_

Provider Name: \_\_\_\_\_

Service Type (i.e., individual counseling, parenting education, mentoring, substance abuse services). List all that apply:  
\_\_\_\_\_

Provider Client ID #: \_\_\_\_\_

CWS/CMS Client ID #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Client Date of Birth: \_\_\_\_\_

Service Delivery Location:  Client home  Other (specify): \_\_\_\_\_

SW

Referral Region (i.e., Desert, Metro): \_\_\_\_\_

**Please mark with a  in the box.**

1. Initial referral date to the program: \_\_\_\_\_

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

2. Reason for requested services or referral reason to the program (please be detailed):  
\_\_\_\_\_

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

<input type="checkbox"/> 1 Adoption Assistance Program Eligibility	<input type="checkbox"/> 8 Medicaid/Medi-Cal
<input type="checkbox"/> 2 CBO (Community-Based Organization, including 2-1-1)	<input type="checkbox"/> 9 Private Adoption Agency
<input type="checkbox"/> 3 DMH (Department of Mental Health)	<input type="checkbox"/> 10 School
<input type="checkbox"/> 4 DOP (Department of Probation)	<input type="checkbox"/> 11 Self-Referred
<input type="checkbox"/> 5 DPSS Children's Services	<input type="checkbox"/> 12 State Adoptions Office
<input type="checkbox"/> 6 DPSS Other Services	<input type="checkbox"/> 13 WIC
<input type="checkbox"/> 7 DR (Differential Response)	<input type="checkbox"/> 14 Other (specify): _____

CBO/Provider comments/feedback (i.e., difficulties administering the evaluation tools, client was having difficulties understanding a question in the evaluation tools, changes to the protocol, or length of time to complete evaluation tools, etc.):  
\_\_\_\_\_

### Instructions:

- The CBO/Provider is responsible for implementing all evaluation tools. Please be available to sit down with the client to proctor and verify that all the evaluation tool questions are properly completed.
- The CBO/Provider is responsible for overseeing that the client has completed his/her pre-test on their specific intake date into the program. Administration changes must be reported in the comments/feedback section.
- For more instructions, please refer to the "Evaluation Tools Procedures."

I certify that I oversaw the administration of the evaluation tools.

Print Staff Name \_\_\_\_\_

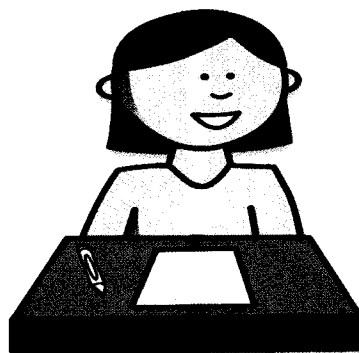
Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Client Survey Instructions

**Hello, we have a survey for you to take! The survey will ask questions about you, your experiences, your family, and about the program!**

1. Please read each set of instructions carefully before you begin answering the questions in each section.
2. Please read each item and choose the answer that best describes you.
3. Please try to be open and honest with how you answer. Your responses will remain confidential.
4. This is not a test and is only a survey. Please just say what you know and how you really feel.
5. Please turn your cell phone on silent and close all other browsers on the computer.
6. Please ask the staff, clinician, or social services worker questions if you need help.
7. Some of the questions may seem similar to each other. Please try to answer every question even if you feel like you have answered another question that is like it.
8. We want your honest opinion and we want to learn from your experiences. The survey will not affect your program needs and services. Your opinion will be used to improve the program.
9. Please double check each response.

Do you have any questions? If not, let's begin the survey.



# Client Intake Measure

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

**Please mark with a  in the box.**

**1. Gender:**             Male                                       Female

**2. Date of Birth:** \_\_\_\_\_

**3. Ethnicity:**  Hispanic/Latino                                       Not Hispanic or Latino

**4. Race (check all that apply to indicate what you consider yourself to be):**

<input type="checkbox"/> American Indian or Alaska Native	<input type="checkbox"/> Native Hawaiian or other Pacific Islander
<input type="checkbox"/> Asian	<input type="checkbox"/> White/Caucasian
<input type="checkbox"/> Black or African American	<input type="checkbox"/> Other: _____

**5. Primary language spoken in the home?**

English                                       Spanish                                       Other (specify): \_\_\_\_\_

**6. Do you have a disability (physical or mental condition as recognized by the law)?**

Yes                                       No

**7. What country were you born in?**

United States                                       Other (specify): \_\_\_\_\_

**8. How many years have you lived in the United States?**

One year or less  
 More than one year: \_\_\_\_\_ (number of years)  
 N/A, born in US

**9. Marital status:**

<input type="checkbox"/> Married	<input type="checkbox"/> Divorced
<input type="checkbox"/> Single, never married	<input type="checkbox"/> Separated
<input type="checkbox"/> Widowed	<input type="checkbox"/> Domestic Partner

**10. Are you currently employed?**

<input type="checkbox"/> Yes, full-time (37 or more hours per week)	<input type="checkbox"/> Retired and not employed
<input type="checkbox"/> Yes, part-time (less than 37 hours per week)	<input type="checkbox"/> Disabled, or student and not employed
<input type="checkbox"/> Unemployed	<input type="checkbox"/> Other: _____

**11. What is your highest level of education obtained?**

<input type="checkbox"/> 8 <sup>th</sup> grade or less	<input type="checkbox"/> Some college
<input type="checkbox"/> Some high school	<input type="checkbox"/> Graduated from college
<input type="checkbox"/> Graduated from high school	<input type="checkbox"/> Trade school
<input type="checkbox"/> GED	<input type="checkbox"/> Attended graduate or professional school
<input type="checkbox"/> Vocational/business school	

**12. Have you or your child received public assistance within the past 6 months?**

*Examples of public assistance include TANF or Welfare, Medi-Cal, Medicaid, Food stamps, Social Security benefits, Unemployment Insurance benefits, State Children's Health Insurance Program, WIC, and government subsidized child care.*

Yes                                       No

**13. What kind of public assistance has the participant and/or child received within the past 6 months?**

*(Check all that apply.)*

1 <input type="checkbox"/> CalWORKS/Welfare	8 <input type="checkbox"/> SSI
2 <input type="checkbox"/> TANF	9 <input type="checkbox"/> AAP Monies
3 <input type="checkbox"/> General Assistance	10 <input type="checkbox"/> Unemployment Insurance Benefits
4 <input type="checkbox"/> Disability Benefits	11 <input type="checkbox"/> State Children's Health Insurance Program (SCHIP)
5 <input type="checkbox"/> Medi-Cal/Medicare/Medicaid – participant	12 <input type="checkbox"/> WIC
6 <input type="checkbox"/> Medi-Cal/Medicare/Medicaid – child	13 <input type="checkbox"/> Government Subsidized Child Care
7 <input type="checkbox"/> Food Stamps	14 <input type="checkbox"/> Other (specify) _____

**14. What is your total annual household income?**

1 <input type="checkbox"/> Less than \$10,000	13 <input type="checkbox"/> \$65,000-\$69,999
2 <input type="checkbox"/> \$10,000-\$14,999	14 <input type="checkbox"/> \$70,000-\$74,999
3 <input type="checkbox"/> \$15,000-\$19,999	15 <input type="checkbox"/> \$75,000-\$79,999
4 <input type="checkbox"/> \$20,000-\$24,999	16 <input type="checkbox"/> \$80,000-\$84,999
5 <input type="checkbox"/> \$25,000-\$29,999	17 <input type="checkbox"/> \$85,000-\$89,999
6 <input type="checkbox"/> \$30,000-\$34,999	18 <input type="checkbox"/> \$90,000-\$94,999
7 <input type="checkbox"/> \$35,000-\$39,999	19 <input type="checkbox"/> \$95,000-\$99,999
8 <input type="checkbox"/> \$40,000-\$44,999	20 <input type="checkbox"/> \$100,000-\$104,999
9 <input type="checkbox"/> \$45,000-\$49,999	21 <input type="checkbox"/> \$105,000-\$109,999
10 <input type="checkbox"/> \$50,000-\$54,999	22 <input type="checkbox"/> \$110,000-\$114,999
11 <input type="checkbox"/> \$55,000-\$59,999	23 <input type="checkbox"/> \$115,000-\$119,999
12 <input type="checkbox"/> \$60,000-\$64,999	24 <input type="checkbox"/> \$120,000 or more

**15. Number of children under the age of 18 in your household? \_\_\_\_\_**

**16. What is your relationship to the children in your household?**

1 <input type="checkbox"/> Biological Parent	5 <input type="checkbox"/> Grandparent
2 <input type="checkbox"/> Adoptive Parent	6 <input type="checkbox"/> Relative
3 <input type="checkbox"/> Step Parent	7 <input type="checkbox"/> Non-Related Caregiver
4 <input type="checkbox"/> Foster Parent	

**17. What type of living/custody arrangement do you have with your child (please check only one)?**

1 <input type="checkbox"/> My spouse and child both live in the same residence as I do.	4 <input type="checkbox"/> I have visitation rights (child lives with the other parent most of the time).
2 <input type="checkbox"/> I have joint custody (child lives with both parents)	5 <input type="checkbox"/> I have bird's nest custody (child lives in the same residence at all times, the parents move in and out)
3 <input type="checkbox"/> I have sole custody (child lives with me most of the time).	6 <input type="checkbox"/> Other _____

# Parenting Stress Index Short Form, 4<sup>th</sup> Edition (PSI/SF)

Richard R. Abiden (1995)

*Below is a series of phrases that describe a child's behavior. Please **CIRCLE the response** that best describes how you are feel at the moment.*

Items	Strongly Agree	Agree	Not Sure	Disagree	Strongly Disagree
1. Feel that I cannot handle things	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
2. Gave up my life for children's needs	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
3. Feel trapped by parenting responsibilities	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
4. Unable to do new and different things	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
5. Never able to do things that I like to do	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
6. Unhappy with last purchase of clothing for myself	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
7. Quite a few things bother me	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
8. Having a child caused problems with spouse	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
9. Feel alone and without friends	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
10. Expect not to enjoy myself at parties	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
11. Not as interested in people as I used to be	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
12. Don't enjoy things as I used to	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
13. Child rarely does things for me	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
14. Child does not like me or want to be close	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
15. Child smiles at me less than expected	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
16. My efforts for child aren't appreciated	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
17. Child doesn't giggle or laugh much when playing	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
18. Child doesn't learn as quickly as other children	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree



Items	Strongly Agree	Agree	Not Sure	Disagree	Strongly Disagree
19. Child doesn't smile as much as other children	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
20. Child isn't able to do as much as expected	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
21. Takes a long time for child to get used to new things	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
22. Parent's rating of competence	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
23. Expected to have closer feelings for my child	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
24. Child does things that bother me to be mean	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
25. Child cries or fusses more often than other children	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
26. Child wakes in bad mood	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
27. Child is moody and easily upset	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
28. Child does things that bother me a great deal	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
29. Child reacts strongly	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
30. Child gets upset easily	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
31. Child's sleeping or eating schedule hard to establish	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
32. Getting child to do something is hard	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
33. Parent report a number of bothersome things child does	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
34. Child does some things that bother me	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
35. Child is more of a problem than expected	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree
36. Child makes demands on me	1 Strongly Agree	2 Agree	3 Not Sure	4 Disagree	5 Strongly Disagree

## Parenting Sense of Competence Scale (PSoC)

Gibaud-Wallston & Wandersman (1978)

**Please CIRCLE the extent to which you agree or disagree with each of the following statements at the moment**

Statement	Strongly Disagree	Somewhat Disagree	Disagree	Agree	Somewhat Agree	Strongly Agree
1. The problems of taking care of a child are easy to solve once you know how your actions affect your child, an understanding I have acquired.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
2. Even though being a parent could be rewarding, I am frustrated now while my child is at his / her present age.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
3. I go to bed the same way I wake up in the morning, feeling I have not accomplished a whole lot.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
4. I do not know why it is, but sometimes when I'm supposed to be in control, I feel more like the one being manipulated.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
5. My mother was better prepared to be a good mother than I am.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
6. I would make a fine model for a new mother to follow in order to learn what she would need to know in order to be a good parent.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
7. Being a parent is manageable, and any problems are easily solved.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
8. A difficult problem in being a parent is not knowing whether you're doing a good job or a bad one.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
9. Sometimes I feel like I'm not getting anything done.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
10. I meet by own personal expectations for expertise in caring for my child.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
11. If anyone can find the answer to what is troubling my child, I am the one.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
12. My talents and interests are in other areas, not being a parent.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
13. Considering how long I've been a mother, I feel thoroughly familiar with this role.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
14. If being a mother of a child were only more interesting, I would be motivated to do a better job as a parent.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
15. I honestly believe I have all the skills necessary to be a good mother to my child	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
16. Being a parent makes me tense and anxious.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
17. Being a good mother is a reward in itself	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree

# COUNTY OF RIVERSIDE

## DPSS-CSD-PEU



# SAFECARE PROGRAM EVALUATION TOOLS POST-TEST

Name of Community Based Organization or Provider

Client Name: \_\_\_\_\_

Department of Public Social Services-Children's Services Division  
Program Evaluation Unit  
10281 Kidd Street (2<sup>nd</sup> Floor)  
Riverside, California 92503

# Provider Form

FOR CBO/PROVIDER USE ONLY

Client Name: \_\_\_\_\_

Client Primary Address: \_\_\_\_\_  
Street Address City State Zip Code

Date of Post-Test Assessment: \_\_\_\_\_

Provider Name: \_\_\_\_\_

Service Type (i.e., individual counseling, parenting education, mentoring, substance abuse services). List all that apply:  
\_\_\_\_\_

Provider Client ID #: \_\_\_\_\_

CWS/CMS Client ID #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Client Date of Birth: \_\_\_\_\_

Service Delivery Location:  Client home  Other (specify): \_\_\_\_\_

SW Referral Region (i.e., Desert, Metro): \_\_\_\_\_

*Please mark with a  in the box.*

4. Exit date from the service: \_\_\_\_\_

**Why did the client exit the service?**

- 1 Client completed services
- 2 Client no longer feels the need to continue services
- 3 Client is dissatisfied with the services provided
- 4 Client is moving
- 5 Loss of contact with the client
- 6 CBO/Provider or DPSS referred client to another service – Please explain: \_\_\_\_\_
- 7 CBO/Provider released client from the service – Please explain: \_\_\_\_\_
- 8 Death
- 9 Incarceration
- 10 Other – Please explain: \_\_\_\_\_

CBO/Provider comments/feedback (i.e., difficulties administering the evaluation tools, client was having difficulties understanding a question in the evaluation tools, changes to the protocol, or length of time to complete evaluation tools etc.):  
\_\_\_\_\_  
\_\_\_\_\_

**Instructions:**

- The CBO/Provider is responsible for implementing all evaluation tools. Please be available to sit down with the client to proctor and verify that all the evaluation tool questions are properly completed.
- The CBO/Provider is responsible for overseeing that the clients complete his/her post-test on their specific exit date from the program. Administration changes must be reported in the comments/feedback section.
- For more instructions, please refer to the "Evaluation Tool Procedures."

I certify that I oversaw the administration of the evaluation tools.

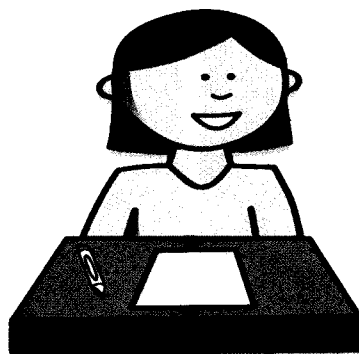
Print Staff Name \_\_\_\_\_  
Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Client Survey Instructions

**Hello, we have a survey for you to take! The survey will ask questions about you, your experiences, your family, and about the program!**

10. Please read each set of instructions carefully before you begin answering the questions in each section.
11. Please read each item and choose the answer that best describes you.
12. Please try to be open and honest with how you answer. Your responses will remain confidential.
13. This is not a test and is only a survey. Please just say what you know and how you really feel.
14. Please turn your cell phone on silent and close all other browsers on the computer.
15. Please ask the staff, clinician, or social services worker questions if you need help.
16. Some of the questions may seem similar to each other. Please try to answer every question even if you feel like you have answered another question that is like it.
17. We want your honest opinion and we want to learn from your experiences. The survey will not affect your program needs and services. Your opinion will be used to improve the program.
18. Please double check each response.

Do you have any questions? If not, let's begin the survey.



# Client Intake Measure

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

Please mark with a  in the box.

14. Gender:  Male  Female

15. Date of Birth: \_\_\_\_\_

16. Ethnicity:  Hispanic/Latino  Not Hispanic or Latino

17. Race (check all that apply to indicate what you consider yourself to be):

<input type="checkbox"/> 1 American Indian or Alaska Native	<input type="checkbox"/> 4 Native Hawaiian or other Pacific Islander
<input type="checkbox"/> 2 Asian	<input type="checkbox"/> 5 White/Caucasian
<input type="checkbox"/> 3 Black or African American	<input type="checkbox"/> 6 Other: _____

18. Primary language spoken in the home?

1 English  2 Spanish  3 Other (specify): \_\_\_\_\_

19. Do you have a disability (physical or mental condition as recognized by the law)?

1 Yes  2 No

20. What country were you born in?

1 United States  2 Other (specify): \_\_\_\_\_

21. How many years have you lived in the United States?

1 One year or less  
 2 More than one year: \_\_\_\_\_ (number of years)  
 3 N/A, born in US

22. Marital status:

<input type="checkbox"/> 1 Married	<input type="checkbox"/> 4 Divorced
<input type="checkbox"/> 2 Single, never married	<input type="checkbox"/> 5 Separated
<input type="checkbox"/> 3 Widowed	<input type="checkbox"/> 6 Domestic Partner

23. Are you currently employed?

<input type="checkbox"/> 1 Yes, full-time (37 or more hours per week)	<input type="checkbox"/> 4 Retired and not employed
<input type="checkbox"/> 2 Yes, part-time (less than 37 hours per week)	<input type="checkbox"/> 5 Disabled, or student and not employed
<input type="checkbox"/> 3 Unemployed	<input type="checkbox"/> 6 Other: _____

24. What is your highest level of education obtained?

<input type="checkbox"/> 1 8 <sup>th</sup> grade or less	<input type="checkbox"/> 6 Some college
<input type="checkbox"/> 2 Some high school	<input type="checkbox"/> 7 Graduated from college
<input type="checkbox"/> 3 Graduated from high school	<input type="checkbox"/> 8 Trade school
<input type="checkbox"/> 4 GED	<input type="checkbox"/> 9 Attended graduate or professional school
<input type="checkbox"/> 5 Vocational/business school	

25. Have you or your child received public assistance within the past 6 months?

*Examples of public assistance include TANF or Welfare, Medi-Cal, Medicaid, Food stamps, Social Security benefits, Unemployment Insurance benefits, State Children's Health Insurance Program, WIC, and government subsidized child care.*

Yes

No

**26. What kind of public assistance has the participant and/or child received within the past 6 months?**  
(Check all that apply.)

1 <input type="checkbox"/> CalWORKS/Welfare	8 <input type="checkbox"/> SSI
2 <input type="checkbox"/> TANF	9 <input type="checkbox"/> AAP Monies
3 <input type="checkbox"/> General Assistance	10 <input type="checkbox"/> Unemployment Insurance Benefits
4 <input type="checkbox"/> Disability Benefits	11 <input type="checkbox"/> State Children's Health Insurance Program (SCHIP)
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**14. What is your total annual household income?**

1 <input type="checkbox"/> Less than \$10,000	13 <input type="checkbox"/> \$65,000-\$69,999
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**15. Number of children under the age of 18 in your household? \_\_\_\_\_**

**18. What is your relationship to the children in your household?**

1 <input type="checkbox"/> Biological Parent	5 <input type="checkbox"/> Grandparent
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4 <input type="checkbox"/> Foster Parent	

**19. What type of living/custody arrangement do you have with your child (please check only one)?**

1 <input type="checkbox"/> My spouse and child both live in the same residence as I do.	4 <input type="checkbox"/> I have visitation rights (child lives with the other parent most of the time).
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## \*Parenting Stress Index Short Form, 4<sup>th</sup> Edition (PSI/SF)

Richard R. Abiden (1995)

Below is a series of phrases that describe a child's behavior. Please **CIRCLE the response** that best describes how you are feel at the moment.

Items	Strongly Agree	Agree	Not Sure	Disagree	Strongly Disagree
37. Feel that I cannot handle things	1Strongly Agree	2Agree	3Not Sure	4Disagree	5Strongly Disagree
38. Gave up my life for children's needs	1Strongly Agree	2Agree	3Not Sure	4Disagree	5Strongly Disagree
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40. Unable to do new and different things	1Strongly Agree	2Agree	3Not Sure	4Disagree	5Strongly Disagree
41. Never able to do things that I like to do	1Strongly Agree	2Agree	3Not Sure	4Disagree	5Strongly Disagree
42. Unhappy with last purchase of clothing for myself	1Strongly Agree	2Agree	3Not Sure	4Disagree	5Strongly Disagree
43. Quite a few things bother me	1Strongly Agree	2Agree	3Not Sure	4Disagree	5Strongly Disagree
44. Having a child caused problems with spouse	1Strongly Agree	2Agree	3Not Sure	4Disagree	5Strongly Disagree
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46. Expect not to enjoy myself at parties	1Strongly Agree	2Agree	3Not Sure	4Disagree	5Strongly Disagree
47. Not as interested in people as I used to be	1Strongly Agree	2Agree	3Not Sure	4Disagree	5Strongly Disagree
48. Don't enjoy things as I used to	1Strongly Agree	2Agree	3Not Sure	4Disagree	5Strongly Disagree
49. Child rarely does things for me	1Strongly Agree	2Agree	3Not Sure	4Disagree	5Strongly Disagree
50. Child does not like me or want to be close	1Strongly Agree	2Agree	3Not Sure	4Disagree	5Strongly Disagree
51. Child smiles at me less than expected	1Strongly Agree	2Agree	3Not Sure	4Disagree	5Strongly Disagree
52. My efforts for child aren't appreciated	1Strongly Agree	2Agree	3Not Sure	4Disagree	5Strongly Disagree
53. Child doesn't giggle or laugh much when playing	1Strongly Agree	2Agree	3Not Sure	4Disagree	5Strongly Disagree
54. Child doesn't learn as quickly as other children	1Strongly Agree	2Agree	3Not Sure	4Disagree	5Strongly Disagree



<b>Items</b>	<b>Strongly Agree</b>	<b>Agree</b>	<b>Not Sure</b>	<b>Disagree</b>	<b>Strongly Disagree</b>
<b>55.</b> Child doesn't smile as much as other children	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>56.</b> Child isn't able to do as much as expected	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>57.</b> Takes a long time for child to get used to new things	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>58.</b> Parent's rating of competence	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>59.</b> Expected to have closer feelings for my child	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>60.</b> Child does things that bother me to be mean	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>61.</b> Child cries or fusses more often than other children	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>62.</b> Child wakes in bad mood	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>63.</b> Child is moody and easily upset	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>64.</b> Child does things that bother me a great deal	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>65.</b> Child reacts strongly	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>66.</b> Child gets upset easily	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>67.</b> Child's sleeping or eating schedule hard to establish	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>68.</b> Getting child to do something is hard	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>69.</b> Parent report a number of bothersome things child does	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>70.</b> Child does some things that bother me	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>71.</b> Child is more of a problem than expected	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree
<b>72.</b> Child makes demands on me	<sub>1</sub> Strongly Agree	<sub>2</sub> Agree	<sub>3</sub> Not Sure	<sub>4</sub> Disagree	<sub>5</sub> Strongly Disagree

## Parenting Sense of Competence Scale (PSoC)

Gibaud-Wallston & Wandersman (1978)

**Please CIRCLE the extent to which you agree or disagree with each of the following statements at the moment.**

Statement	Strongly Disagree	Somewhat Disagree	Disagree	Agree	Somewhat Agree	Strongly Agree
18. The problems of taking care of a child are easy to solve once you know how your actions affect your child, an understanding I have acquired.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
19. Even though being a parent could be rewarding, I am frustrated now while my child is at his / her present age.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
20. I go to bed the same way I wake up in the morning, feeling I have not accomplished a whole lot.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
21. I do not know why it is, but sometimes when I'm supposed to be in control, I feel more like the one being manipulated.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
22. My mother was better prepared to be a good mother than I am.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
23. I would make a fine model for a new mother to follow in order to learn what she would need to know in order to be a good parent.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
24. Being a parent is manageable, and any problems are easily solved.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
25. A difficult problem in being a parent is not knowing whether you're doing a good job or a bad one.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
26. Sometimes I feel like I'm not getting anything done.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
27. I meet by own personal expectations for expertise in caring for my child.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
28. If anyone can find the answer to what is troubling my child, I am the one.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
29. My talents and interests are in other areas, not being a parent.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
30. Considering how long I've been a mother, I feel thoroughly familiar with this role.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
31. If being a mother of a child were only more interesting, I would be motivated to do a better job as a parent.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
32. I honestly believe I have all the skills necessary to be a good mother to my child	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
33. Being a parent makes me tense and anxious.	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree
34. Being a good mother is a reward in itself	1 Strongly Disagree	2 Somewhat Disagree	3 Disagree	4 Agree	5 Somewhat Agree	6 Strongly Agree

# Client Exit Measure

Provider Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_ Service Type \_\_\_\_\_

**Instructions:** For each question, please  the box that best describes your response. **Thank you!**

Question	Never	Rarely	Some times	Often	Always
1. I looked forward to coming to class/session/program.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
2. I was bored in class/session/program.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
3. I put a lot of effort into class/session/program.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
4. This class/session/program was an excellent learning experience.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
5. I learned nothing.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
6. I thought that my friends and family should come to this class/session/program.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
7. My clinician/instructor was clear and understandable.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
8. My clinician/instructor was on time to appointments.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
9. My clinician/instructor was good at explaining the class material.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
10. My clinician/instructor speaks with me about my personal goals and thoughts about treatment.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
11. My clinician/instructor and I are open with one another.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
12. My clinician/instructor and I share a trusting relationship.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
13. I believe my clinician/instructor withholds the truth from me.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
14. My clinician/instructor and I share an honest relationship.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
15. My clinician/instructor and I work towards mutually agreed upon goals.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
16. My clinician/instructor is stern with me when I speak about things that are important to me and my situation.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
17. My clinician/instructor and I have established an understanding of the kind of changes that would be good for me.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
18. My clinician/instructor is impatient with me.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
19. My clinician/instructor seems to like me regardless of what I do or say.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
20. My clinician/instructor and I agree on what is important for me to work on.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
21. I believe my clinician/instructor has an understanding of what my experiences have meant to me.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
22. Overall, I was satisfied with the class/service/program.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>

## Home Accident Prevention Inventory—HAPI

### Assessment Form

Parent \_\_\_\_\_

Child \_\_\_\_\_

Provider \_\_\_\_\_

Child's Reach

Child's Eye-level \_\_\_\_\_

Room \_\_\_\_\_

Session # \_\_\_\_\_ Date \_\_\_\_\_

Assessment    Baseline    Training    End of Module

Assessment Type

Formal

Informal

**POISON**

Hazard item (count)

Total

Beauty products		
Medications		
Cleaning products		
Paints, solvents, etc.		
Pesticides, herbicide, etc.		
Poisonous plants		
Alcoholic beverages		
Tobacco, THC, or nicotine		

**CHOKE**

Hazard item (count)

Total

Small objects (e.g., toys, candies, push pins, etc.)		
--	--	--

**SUFFOCATION**

Hazard item (count)

Total

Cords		
Plastics		
Sleep hazards [infant homes]		

<b>DROWNING</b>	<b>Hazard item (count)</b>	<b>Total</b>
Standing water in basins		
Unsecured toilet		

Parent \_\_\_\_\_ Room \_\_\_\_\_ Date \_\_

<b>FIRE/ELECTRICAL RESTRICTION</b>	<b>Hazard Item (count)</b>	<b>Total</b>
Balcony/porch/loft Combustibles		
Steps		
Windows		
Fireplaces without screens		
Objects in walkway		
Outlet/switch without cover/restriction		
plate/safety cover		
Appliances without covers		
Damaged electrical cords/plugs		

<b>SHARP OBJECT</b>	<b>Hazard item (count)</b>	<b>Total</b>
Knives, scissors, corkscrews, vegetable peelers, etc.		

<b>FIREARM</b>	<b>Hazard item (count)</b>	<b>Total</b>
Guns, rifles, BB guns, etc.		

<b>CRUSH</b>	<b>Hazard item (count)</b>	<b>Total</b>
Objects over 10 pounds (e.g., TV, bookshelf, boxes, etc.)		

<b>ALLERGEN/ORGANIC</b>	<b>Hazard item (count)</b>	<b>Total</b>
Air allergens (e.g., smoke, dust)		
Decaying food/dirty dishes		
Evidence of infestation		

TOTAL HAZARDS:

Progress    *In Progress*  
Circle one

*Success*

*Mastery*

**Notes**



## Infant Planned Activities Training—iPAT

### Assessment Form

Parent \_\_\_\_\_ Infant \_\_\_\_\_ Provider \_\_\_\_\_

Activity \_\_\_\_\_ Session # \_\_\_\_\_ Date \_\_\_\_\_

Assessment Baseline Training End of Module      Assessment Type      Formal  Informal

- Scoring**
- ✓+ Demonstrated the behavior consistently and with ease  
*Parent must perform all bulleted items to receive this score*

---

  - ✓ Needs improvement in ease and/or consistency of the behavior  
*Parent must perform at least one bulleted item to receive this score*  
*(For behaviors with a single bullet, parent must perform at least 1 skill noted in the bullet)*

---

  - Did not demonstrate behavior at all

#### Parent Behavior                      Score      Notes

	Parent Behavior	Score	Notes
<b>BEFORE</b>	<b>Prepare in advance</b> <ul style="list-style-type: none"> <li>• Gets supplies/toys ready in advance (includes items already present)</li> <li>• Informs infant activity is going to happen</li> </ul>		
	<b>Explain activity and what is expected</b> <ul style="list-style-type: none"> <li>• Explains the activity</li> <li>• Gives 1 simple expectation for activity</li> <li>*Score if child is older than 6 months</li> </ul>		
<b>DURING</b>	<b>Talk about what you and your infant are doing</b> <ul style="list-style-type: none"> <li>• Talks warmly about activity</li> <li>• Uses 1 incidental teaching moment</li> </ul>		
	<b>Use good physical interaction skills</b> <ul style="list-style-type: none"> <li>• Positively touches infant (e.g., patting, holding, rocking, kissing, etc.)</li> </ul>		
	<b>Look and smile at your infant</b> <ul style="list-style-type: none"> <li>• Uses good eye contact</li> <li>• Smiles or looks pleasantly at infant</li> </ul>		
	<b>Imitate your infant</b> <ul style="list-style-type: none"> <li>• Imitates 1 sound or behavior</li> <li>*Score N/A if imitation not appropriate</li> </ul>		
	<b>Praise and use loving words</b> <ul style="list-style-type: none"> <li>• Says 2+ praises or love words</li> </ul>		
	<b>Give choices</b> <ul style="list-style-type: none"> <li>• Gives infant 1 choice</li> <li>* Score N/A if infant is younger than 6 months and no choices given</li> </ul>		
	<b>Redirect</b> <ul style="list-style-type: none"> <li>• Redirects infant when unsafe or doing something parent/infant does not like</li> <li>*Score N/A if no redirection needed</li> </ul>		

<b>END</b>	<b>Wrap-up</b> • Informs infant activity is ending		
------------	---	--	--

Number of (✓+) \_\_\_\_\_

Number of (✓) \_\_\_\_\_

Number of (—) \_\_\_\_\_

**TOTAL HAZARDS:**

<b>Parent Negative Behaviors:</b>			
<b>Progress</b>	<i>In Progress</i>	<input type="radio"/>	<i>Success</i> <input checked="" type="radio"/>
			<i>Mastery</i> <input type="radio"/>
Circle one			





## Child Planned Activities Training—cPAT

### Assessment Form

Parent \_\_\_\_\_ Child \_\_\_\_\_ Provider \_\_\_\_\_  
 Activity \_\_\_\_\_ Session # \_\_\_\_\_ Date \_\_\_\_\_

Assessment Baseline Training End of Module Assessment Type  Formal  Informal

- Scoring**
- ✓+ Demonstrated the behavior consistently and with ease  
*Parent must perform all bulleted items to receive this score*
  - ✓ Needs improvement in ease and/or consistency of the behavior  
*Parent must perform at least one bulleted item to receive this score  
(For behaviors with a single bullet, parent must perform at least 1 skill noted in the bullet)*
  - Did not demonstrate behavior at all

#### Parent Behavior Score Notes

BEFORE	<b>Prepare in advance</b> <ul style="list-style-type: none"> <li>Gets supplies/toys ready in advance (includes items already present)</li> <li>Informs child activity is going to happen</li> </ul>		
	<b>Explain activity</b> <ul style="list-style-type: none"> <li>Gets the child's attention</li> <li>Explains the activity</li> </ul>		
	<b>Say what you expect and what will happen</b> <ul style="list-style-type: none"> <li>Gives 1+ positively stated expectation</li> <li>Gives 1+ positive consequence</li> </ul>		
DURING	<b>Talk about what you and your child are doing</b> <ul style="list-style-type: none"> <li>Talks warmly about activity</li> <li>Uses incidental teaching</li> </ul>		
	<b>Use good physical interaction skills</b> <ul style="list-style-type: none"> <li>Gets on child's level</li> <li>Uses good eye-contact</li> </ul>		
	<b>Give choices</b> <ul style="list-style-type: none"> <li>Lets child have 2+ choices during activity</li> </ul>		
	<b>Praise desired behaviors</b> <ul style="list-style-type: none"> <li>Uses 2+ labeled praises</li> </ul>		
	<b>Redirect misbehavior</b> <ul style="list-style-type: none"> <li>Redirects child when misbehaving</li> <li>Score N/A if no misbehavior</li> <li>Score ignoring if done appropriately</li> </ul>		
	<b>Follow through</b> <ul style="list-style-type: none"> <li>Follows through with positive and/or negative consequences as appropriate</li> </ul>		
END	<b>Wrap-up and transition</b> <ul style="list-style-type: none"> <li>Informs child activity is ending</li> <li>Describes what child did well and what to do better next time (if applicable)</li> <li>Transition to next activity</li> </ul>		

Number of (✓+) \_\_\_\_\_

Number of (✓) \_\_\_\_\_

Number of (—) \_\_\_\_\_

TOTAL HAZARDS:

Progress    *In Progress*

Success

Mastery

Circle one  
**Parent Negative Behaviors:**

**Sick or Injured Child Checklist—SICC**

**Assessment Form**

Parent \_\_\_\_\_

Child \_\_\_\_\_

Provider \_\_\_\_\_

Session # \_\_\_\_\_ Date \_\_\_\_\_ Assessment Baseline  Training  End of Module

**BASELINE and END OF MODULE Assessment Directions:** Administer 3 scenarios in any order: 1-Emergency (ER), 1- Doctor’s Appointment (DA), and 1-Care at Home (CH). **DO NOT SAY THE SCENARIO TYPE TO THE PARENT.**

**TRAINING Assessment Directions:** Administer as many scenarios as needed for each type of scenario until parent achieves mastery (or success), as session time allows.

**SCORING DIRECTIONS:** Score all steps for each scenario according to the scenario answer sheet. Score #7 as N/A for ER scenarios. Use the notes section to document any observations that will assist training.

Scenario	Score	Notes
<b>Scenario #</b> _____ <b>Scenario Type:</b> ER DA CH <b>Assessment Type:</b> Formal Informal	# 1 Score _____ # 2 Score _____ # 3 Score _____ # 4 Score _____ # 5 Score _____ # 6 Score _____ # 7 Score _____ (N/A for ER <i>only</i> )	
<b>Scenario #</b> _____ <b>Scenario Type:</b> ER DA CH <b>Assessment Type:</b> Formal Informal	# 1 Score _____ # 2 Score _____ # 3 Score _____ # 4 Score _____ # 5 Score _____ # 6 Score _____ # 7 Score _____ (N/A for ER <i>only</i> )	
<b>Scenario #</b> _____ <b>Scenario Type:</b> ER DA CH <b>Assessment Type:</b> Formal Informal	# 1 Score _____ # 2 Score _____ # 3 Score _____ # 4 Score _____ # 5 Score _____ # 6 Score _____ # 7 Score _____ (N/A for ER <i>only</i> )	

<b>Scenario #</b> _____  <b>Scenario Type:</b> ER    DA    CH  <b>Assessment Type:</b> Formal    Informal	# 1 Score _____ # 2 Score _____ # 3 Score _____ # 4 Score _____ # 5 Score _____ # 6 Score _____ # 7 Score _____ (N/A for ER <i>only</i> )	
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Scenario Progress (Indicate progress with a ✓ for each scenario type assessed in current session)	<i>In Progress</i>			<i>Success</i>			<i>Mastery</i>		
ER Scenarios									
DA Scenarios									
CH Scenarios									

**Graduation Rate Table**

AGENCY			
Active			0
Waitlist			0
New Referrals			0
Hold			0
Closed			0
	Graduated	0	
	Services Discontinued	0	
	Declined	0	
	Never Serviced	0	
	Not eligible	0	
Total			0
	Graduation Rate		
	Decline Rate		

**Monthly Service Report**

**Name of  
 Provider:  
 Contract No.:  
 Program  
 Name:  
 Report  
 Month/Year  
 Date Report  
 Submitted:  
 Submitted  
 By:**

In-home parenting			
<b>Grand Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Instructions**

	Sample
	Family
<b>Name of Provider:</b>	Counseling
<b>Contract No.:</b>	CARC12345
	Sample
	Family
	Support
<b>Program Name:</b>	Program
<b>Report Month/Year</b>	July 2016
<b>Date Report Submitted:</b>	8/5/2016
	Carla
<b>Submitted By:</b>	Sample

Parenting Classes	64	6	16
Anger Management Classes	64	10	16
Stress Reduction Classes	11	6	11
Individual Counseling	104	16	26
Group Counseling	104	16	26
Community Referrals	10	10	10
Substance Abuse Intervention Classes	0	0	0
Domestic Violence Counseling	12	2	3
<b>Grand Total:</b>	<b>402</b>	<b>66</b>	<b>108</b>

**Instructions**

Use "Monthly" tab to record your services and clients served for the month for which you are reporting.

- 1) Complete the top portion of the report from "Name of Provider" to "Submitted By" on monthly tab.
- 2) List on the "Monthly" tab all the types of services that you provide for this specific contract (see example above). Add rows as needed.
- 3) \* In the "Units Provided" column for each service, count the number of times you provided the service during the month (e.g., workshops, classes, sessions, etc.; enter "0" if nothing was rendered for a particular service).
- 4) In the "# of New Clients" column, count the number of clients receiving that service for the first time this contract year (this could be a duplicated number if client has received multiple services).
- 5) In the "Total Clients" column, count the number of New Clients plus Continuing Clients for a total count (this could be a duplicated number if client has received multiple services).
- 6) E-mail electronic copy of the whole workbook to "fharris@riversidedpss.org" by the fifth (5th) of the following month.
- 7) We suggest that you save the spreadsheet as a template so as to update the numbers and report dates each month.



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

**and**

**California Family Life Center  
SafeCare Services  
CS-03979**



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- Attachment I – HIPAA Business Associate Agreement
- Attachment II – PII Privacy and Security Standards
- Attachment III – Assurance of Compliance
- Attachment IV – DPSS 2076A & Instructions
- Attachment V – SafeCare Services Program Evaluation Tools
- Attachment VI – Home Accident Prevention Inventory – HAPI
- Attachment VII – Infant Planned Activities Training – iPAT
- Attachment VIII – Child Planned Activities Training – cPAT
- Attachment IX – Sick or Injured Child Checklist – SICCC
- Attachment X – Graduation Rate Table
- Attachment XI – Monthly Service Report & Instructions

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018\_\_, by and between California Family Life Center, a California nonprofit 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. "Board of Supervisors" refers to the County of Riverside's Board of Supervisors.
- C. "CBCAP" shall mean the Community Based Child Abuse Prevention.
- D. "CONTRACTOR" refers to California Family Life Center or "CFLC" including its employees, agents, representatives, subcontractors, and suppliers.
- C. "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.
- D. "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.
- E. "Evidence-Based" is defined as a practice consistent with the best research available, utilized with sound clinical judgment and experience, and aligned with the goals and values of the client being served.
- F. "Fidelity" shall mean to the extent to which an intervention is implemented as intended by the designers of the intervention.
- G. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- H. "In-Home Parenting Education" refers to active learning approaches to parent education services provided in the home where parents actively acquire parenting skills through mechanisms such as homework, modeling, or practicing skills. Parent education is focused on acquisition of new parenting skills and behaviors to promote positive parent-child interactions.
- I. "JOM" refers to Joint Operational Meetings and are held between CONTRACTOR and DPSS.
- J. "NSTRC" refers to the National SafeCare Training and Research Center.
- K. "PEU" refers to DPSS CSD Program Evaluation Unit.
- L. "SafeCare" is an Evidence-Based parent-training curriculum for parents with young children who are at-risk and/or have been reported for maltreatment. (Source: US DHHS, <https://www.childwelfare.gov/topics/preventing/prevention-programs/homevisit/homevisitprog/safe-care/>).
- M. "SDM" refers to Structured-Decision Making, a set of Evidence-Based and standardized assessment tools that use clearly defined and consistently applied decision-making criteria

for screening of investigation, determining response priority, identifying immediate threatened harm, and estimating the risk of future abuse and neglect. Child and family needs and strengths are identified and considered in developing and monitoring progress toward a case plan.

N. "SSW" shall mean a Children Services Social Worker.

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, and Attachment IV DPSS 2076A & Instructions.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective Upon execution 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 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. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

## 25. 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. CONTRACTOR shall have knowledge of Evidence-Based practices for parent training.
- E. CONTRACTOR shall have professional staff who possess a Bachelor's Degree in the Behavioral Science field or have adequate paraprofessional experience which is approved by DPSS.

## 26. 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.

27. ADVERSE GOVERNMENT ACTION

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

28. SUBCONTRACTS

- A. 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.

29. 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.

30. 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.

31. FORCE MAJEURE

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

32. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

33. DISPUTES

A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by 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.

34. ADMINISTRATIVE/CONTRACT LIAISON

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

35. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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 a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

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

C. Services, Benefits and Facilities

CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.

- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

D. Cultural Competency

CONTRACTOR shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

36. NOTICES

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

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

CONTRACTOR:

California Family Life Center  
Mary Jo Ramirez  
Executive Director  
P.O. Box 727  
Hemet, CA 92546

CONTRACTOR "Remit To" address:

California Family Life Center  
Mary Jo Ramirez  
Executive Director  
930 N. State Street  
Hemet, CA 92543

37. SIGNED IN COUNTERPARTS

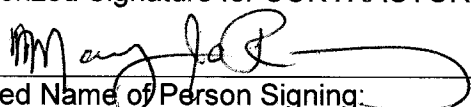
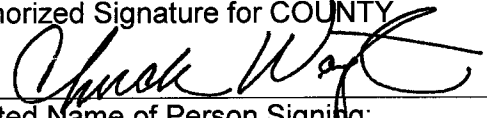
This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

38. MODIFICATION OF TERMS

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

39. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. 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 CONTRACTOR 	Authorized Signature for COUNTY 
Printed Name of Person Signing: Mary Jo Ramirez	Printed Name of Person Signing: Chuck Washington
Title: Executive Director	Title: Chair, Board of Supervisors
Date Signed: 6/27/18	Date Signed: JUL 17 2018

ATTEST:  
KECIA HARPER, CLERK  
By:  DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY:  7/2/18  
DANIELLE D. MALAND DATE



Schedule A  
Payment Provisions

A.1 **MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS**

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
Upon execution through June 30, 2019	\$387,520.20
July 1, 2019 through June 30, 2020	\$387,520.20
July 1, 2020 through June 30, 2021	\$387,520.20
July 1, 2021 through June 30, 2022	\$387,520.20
July 1, 2022 through June 30, 2023	\$387,520.20
Total	\$1,937,601.00

A.2 **UNIT OF SERVICE**

A single session with each participant which includes:	<ol style="list-style-type: none"> <li>1. Up to 20 (ideally 60 to 90 minutes, but not less than 30 minutes) face-to-face SafeCare curriculum sessions. This will include completion of assessments, surveys, and documentation as required. Assessments will be completed before and after each of the three training modules (Child Healthcare, Parent-Child Interaction, Home Safety).</li> <li>2. Administrative services such as telephone calls, training, monthly and annual reporting.</li> <li>3. Operating Costs</li> </ol>
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A single session with each participant:

Zones	Total Number of Units the Vendor can provide in one year (Column A)	Unit Cost per Session (Column B)	Total Cost (Multiply Column A by Column B)
2	2250	\$88.74	\$199,665.00
3	1800	\$86.81	\$156,258.00
4	360	\$87.77	\$31,597.20

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. The CONTRACTOR must submit a copy of either the initial participant referral or the Differential Response database entry for the month that services begin as backup documentation with billing.
- c. The CONTRACTOR must include an itemized summary sheet with each month's billings. CONTRACTOR shall work with the COUNTY to develop the summary sheet.

- d. 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.
- e. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A (Attachment IV).
- f. 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.
- g. CONTRACTOR shall bill/invoice all other sources including Medi-Cal for all claimable expenses prior to submitting invoices to DPSS.

#### A.4 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.5 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**

SafeCare is an Evidence-Based in-home parenting education program that is generally provided in weekly home visits that last up to 90 minutes each. The duration of the program is typically 18-20 weeks for each family, and the content for the in-home parenting sessions is delivered in three separate modules consisting of six sessions per module, with two (2) additional sessions at the discretion of the Provider. These modules are:

- Home safety training,
- Child health care needs, and
- Parent-child Interaction

The curriculum targets parents who are at-risk or who have been reported for child maltreatment and/or have open dependency cases. Through SafeCare, trained staff, called Providers, work with at-risk families in their home environment to improve parents' skills in several domains. For more information on the SafeCare program, please go to <http://safecare.publichealth.gsu.edu/>

There are three (3) required training modules with the SafeCare Evidence-Based model. Each module includes a baseline assessment, intervention (training) sessions, and a follow-up assessment to monitor changes and progress in parenting skills over the course of the program.

The CONTRACTOR will be required to implement the SafeCare Evidence-Based parent training curriculum consisting of the following three required module activities for referred families:

- Home Safety Module
- Health Module
- Parent-Child/Parent-Infant Interactions Module

**B.2 GOALS**

The goal of SafeCare is to reduce entry/re-entry into the Child Welfare System and increase reunification by enhancing the parenting skills of participating parents/caregivers.

**B.3 TARGET POPULATION**

SafeCare targets families with children ages 0 to 5 who have a history of child maltreatment and/or at risk of child maltreatment. These families participate on a voluntary basis and may or may not have an open dependency case with Children's Services Division (CSD).

**B.4 OBJECTIVES**

1. Provide Evidence-Based parenting services to improve parenting skills, parenting-child interaction, and overall family functioning.
2. Provide problem solving skills to reduce parental stress and hardship on children.
3. Provide health education to improve parent's ability to take care of their child's healthcare needs.

4. Reduce child hazards and improve safety in the child's home.
5. Ensure that the program is accessible to parents/caregivers in need of the service.

#### B.5 OUTCOMES

1. Maintain a 50% graduation rate for voluntary services.
2. Maintain a 75% graduation rate for dependency cases.
3. After completion of the SafeCare program, participating clients will demonstrate a 6% decrease in parental stress as measured by a difference in scores using an evaluation tool selected by DPSS (Parenting Stress Index Short Form) administered to clients prior to participation in the SafeCare program (Pre) and subsequent to participation in the SafeCare program (Post).
4. After completion of the SafeCare program, participating clients will demonstrate a 15% increase in parental competence (parent self-efficacy and satisfaction) as measured by a difference in scores using an evaluation tool selected by DPSS (Parenting Sense of Competence Scale) administered to clients prior to participation in the SafeCare program (Pre) and subsequent to participation in the SafeCare program (Post).
5. The results generated by the evaluation tool(s) during the first year of implementation will be used to establish a baseline for future use in determining appropriate percentage(s) of change for targeted program outcome(s). In subsequent years, changes to target program outcome percentage(s) of change may be modified based on the collected data.

#### B.6 PROGRAM EVALUATION

DPSS-CSD evaluates programs for efficacy of delivered services and successful accomplishment of program outcomes. Thereby, all agreed upon Evidence-Based practice or evidence-informed practices and tools should be used in the implementation of the contract, and modification to or elimination of the proposed Evidence-Based practices or evidence-informed practices and tools are not recommended and need to be discussed with DPSS-PEU. In addition to the achievement of program outcome(s), DPSS will evaluate the impact/relationship of this program on Child Welfare outcomes related to child safety, permanency, child and family well-being.

#### B.7 DPSS RESPONSIBILITIES

1. Assign staff to be a liaison between DPSS and the CONTRACTOR.
2. Refer families electronically through the Differential Response Database. The referral will contain a summary assessment and prioritized service needs.

#### B.8 CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall provide the following services:

##### Administration

1. Assign staff to be liaison between the CONTRACTOR and DPSS.