

AM_20180315_ETPost_V5-2

COUNTY OF RIVERSIDE

DPSS-CSD-PEU



ANGER MANAGEMENT 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 (2nd Floor)
Riverside, California 92503

AM_20180315_ETPost_V5-2

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.

1. **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."

Print Staff Name _____

Staff Signature: _____ **Date:** _____

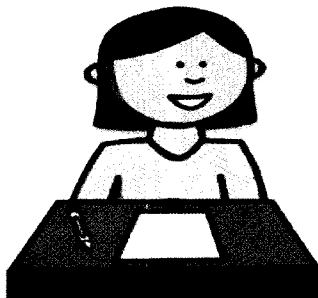
AM_20180315_ETPost_V5-2

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"/> 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: _____

5. Primary language spoken in the home?
 1 English 2 Spanish 3 Other (specify): _____

6. Do you have a disability (physical or mental condition as recognized by the law)?
 1 Yes 2 No

7. What country were you born in?
 1 United States 2 Other (specify): _____

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

9. Marital status:

<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

10. 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: _____

11. What is your highest level of education obtained?

<input type="checkbox"/> 1 8 th 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	

Client Name: _____ Client Date of Birth: _____

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.

- 1 Yes 2 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 _____

Client Name: _____ Client Date of Birth: _____

Watt Anger Knowledge Scale (WAKS)

Watt B. & Dockerill J. (1999)

*This questionnaire measures knowledge of anger management skills. For each question circle a letter according to which answer is correct for you. Please **CIRCLE** only one answer.*

1. Anger is:
 - a. Hitting another person.
 - b. Swearing and slamming doors.
 - c. A normal emotion.
 - d. What we say to ourselves.

2. Violence can be:
 - a. Something we can't control.
 - b. An assertive means of communication.
 - c. An emotion or a feeling.
 - d. Physical, sexual or emotional.

3. When we get angry:
 - a. It happens so quickly that we can't do anything about it.
 - b. It is often a gradual process in that one thing goes wrong, builds on another and so on until we feel really angry.
 - c. We have no control of what we do.
 - d. It is someone else's fault for annoying us.

4. Imagine you are having an argument with your partner. Your partner argues that you spend too much time with your friends and not enough time with him/her. Your partner calls you a selfish inconsiderate bastard. You feel very angry. What should you do?:
 - a. Tell your partner to shut his/her mouth.
 - b. Say "I am feeling angry, I need to take a walk", and go for an hour walk.
 - c. Walk off and go to the bar.
 - d. Agree with what your partner says.

5. When taking time out from an angry situation, which is the most appropriate:
 - a. Go for a drive in your car.
 - b. Go to the bar.
 - c. Listen to some music.
 - d. Think ways to get back at the person who you were angry with.

6. Mike is a violent person. He has a reputation at his local bar for being a fighter and is presently in prison for assaulting his brother in law. Why is Mike such a violent person?:
 - a. He learned to be violent.
 - b. He was born violent.
 - c. Other people made him violent.
 - d. He mixes with the wrong people.

7. Which contributes most to our feelings of anger?
 - a. It is what other people do that makes us angry.
 - b. It is what we say to ourselves that makes us angry.
 - c. Drinking alcohol and smoking drugs makes us angry.
 - d. Taking time to relax makes us angry.

Client Name: _____ Client Date of Birth: _____

AM_20180315_ETPost_V5-2

8. John asks a prison officer about his gratuities payment. The prison officer refuses to tell John and tells him to go away. John asks a second time about his gratuities. Again the prison officer refuses to tell him and warns him that he will be sent down the back if he doesn't go away. How should John deal with this situation?
- Walk away saying to himself "that prison officer did that on purpose. He was trying to piss me off."
 - Walk away saying to himself "It wasn't my fault that he wouldn't tell me about my gratuities."
 - Start yelling at the prison officer saying that he has no right not to tell him what his gratuities are.
 - Walk away thinking how he can't stand that prison officer.
9. John has just had a visit from his "missus". An argument arose about their children. John lost it, slammed a chair and told his wife to piss off. John should reflect upon that visit so that:
- He can know who was in the wrong.
 - He can identify why his wife made him angry.
 - He can work out how he could deal with it better next time.
 - He can tell his wife what she did wrong.
10. After a hard day's work Richard is feeling tense and tired. What would be the most appropriate way to relax?
- Think about how bad the weather has been.
 - Progressively tense and relax his muscles.
 - Think about how much of a jerk his boss is.
 - Drink half a dozen beers.
11. When we feel really angry toward someone, we tend to speak:
- Slowly and calmly.
 - In an American accent.
 - In a loud harsh tone.
 - In a quiet soft tone.
12. Why is it important to know what we are feeling?
- So that we don't give the wrong impression to others about what we are feeling.
 - To hide what we are feeling.
 - It makes us feel better.
 - So that we can stop ourselves from becoming angry.
13. Damian is receiving a visit from his brother. The brother hasn't been to visit for a long time and Damian feels quite angry about this. How should Damian let his brother know what he is feeling?
- "You make me angry because you haven't been to see me for a long time".
 - "I feel angry because I haven't seen you in ages."
 - "Where have you been?"
 - "Don't be a stranger."
14. An argument is occurring between Brad and his girlfriend. Brad's girlfriend feels that Brad doesn't spend enough time with her and spends too much time with his friends at the bar. Brad does not agree with her, but says he does agree. This is an example of:
- Aggressive communication.
 - Passive communication.
 - Assertive communication.
 - A win-win problem solving approach.

Client Name: _____ Client Date of Birth: _____

Page 4

AM_20180315_ETPost_V5-2

15. Relaxation is important because:
- It allows us to feel calm.
 - It is the first step in communicating our feelings.
 - It gives us a chance to think about how we could get someone back.
 - It helps put a lid on our anger.
16. A friend of yours is having a difficult time with his girlfriend. Which of the following is a barrier to a good relationship?
- Keeping our feelings to ourselves.
 - Being faithful.
 - Communicating our feelings.
 - Taking responsibility for our own behavior.
17. Which of the following statements is true?
- Women and children need to be controlled.
 - Giving abusers a taste of their own medicine does not work in reducing violence.
 - Men who hit their wives are abusive in all relationships.
 - There is no point in helping abused women. They'll just go back to the abusive relationship.
18. Problem solving has four steps. What order do they come in?
- priorities, describe the problem, brainstorm solutions, weigh up consequences (pros and cons) of solutions
 - weigh up consequences (pros and cons) of solutions, describe the problem, brainstorm solutions, priorities
 - describe the problem, priorities, weigh up consequences (pros and cons) of solutions, brainstorm solutions
 - describe the problem, brainstorm solutions, weigh up consequences (pros and cons) of solutions, priorities
19. How can you prevent violence in the future?:
- Keep my feelings to myself.
 - Identify future situations that I am likely to feel angry.
 - Ignore my thoughts.
 - There is nothing I can do because other people make me angry.

© Bruce Watt and John Dockerill
Violent Offender Treatment Programme, Edith Cowan University



Keep it up!

Client Name: _____ Client Date of Birth: _____

Page 5

Modified Novaco Anger Scale-Provocation Inventory (NAS-PI)*

Novaco, R.E. (2003)

Please mark with an in the box that best reflects how you feel in the following statements.

Anger Regulation

Statements	Never true	Sometimes true	Always true
1. I try to see positive things in other people.	<input type="checkbox"/> Never true	<input type="checkbox"/> Sometimes true	<input type="checkbox"/> Always true
2. If someone is bothering me, I try to understand why.	<input type="checkbox"/> Never true	<input type="checkbox"/> Sometimes true	<input type="checkbox"/> Always true
3. When something makes me angry, I put it out of my mind and think of something else.	<input type="checkbox"/> Never true	<input type="checkbox"/> Sometimes true	<input type="checkbox"/> Always true
4. If someone says something nasty, I can swallow my pride and let it go.	<input type="checkbox"/> Never true	<input type="checkbox"/> Sometimes true	<input type="checkbox"/> Always true
5. If I feel myself getting angry, I can calm myself down.	<input type="checkbox"/> Never true	<input type="checkbox"/> Sometimes true	<input type="checkbox"/> Always true
6. I am able to stay cool in the face of pressure	<input type="checkbox"/> Never true	<input type="checkbox"/> Sometimes true	<input type="checkbox"/> Always true
7. I am able to stay cool in the face of pressure.	<input type="checkbox"/> Never true	<input type="checkbox"/> Sometimes true	<input type="checkbox"/> Always true
8. When I get agitated, I can relax by taking deep breaths.	<input type="checkbox"/> Never true	<input type="checkbox"/> Sometimes true	<input type="checkbox"/> Always true
9. I can get rid of tension by imagining something calm and relaxing.	<input type="checkbox"/> Never true	<input type="checkbox"/> Sometimes true	<input type="checkbox"/> Always true
10. When I am frustrated by a problem, I can try to find a solution.	<input type="checkbox"/> Never true	<input type="checkbox"/> Sometimes true	<input type="checkbox"/> Always true
11. When I have a conflict with someone, I speak to that person about the problem.	<input type="checkbox"/> Never true	<input type="checkbox"/> Sometimes true	<input type="checkbox"/> Always true
12. If I disagree with someone, I try to say something constructive.	<input type="checkbox"/> Never true	<input type="checkbox"/> Sometimes true	<input type="checkbox"/> Always true

Please mark with an in the box that best reflects how you feel in the following statements.

Provocation Inventory

Statements	Not at all true	A little angry	Fairly angry	Very angry
1. Someone looks though your things without permission.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
2. Being criticized in front of other people for something that you have done.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry

Client Name: _____ Client Date of Birth: _____

Statements	Not at all true	A little angry	Fairly angry	Very angry
3. Someone cuts in front of you when you are in line to get something.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
4. You see someone bully another person who is smaller or less powerful.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
5. You get singled out for correction, when someone else doing the same thing is ignored.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
6. Being accused of something that you didn't do.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
7. You are overcharged by someone for a repair.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
8. Someone keeps making noise when you are trying to concentrate.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
9. You are watching a TV program, when someone comes along and switches the channel.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
10. You need to get somewhere in a hurry, but you get stuck in traffic.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
11. You make plans to do something with a person who backs out at the last minute.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
12. You lend something to someone, and they fail to return it.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
13. Someone who is always disagreeing with you.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
14. People who think that they are better than you are.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
15. Being slowed down by another person's mistakes.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
16. You get cold food that is supposed to be hot.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
17. Just after waking up in the morning, someone starts giving you a hard time.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
18. You are hungry and tired, and someone plays a practical joke on you.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry
19. You are carrying a hot drink, and someone bumps into you.	<input type="checkbox"/> Not at all true	<input type="checkbox"/> A little angry	<input type="checkbox"/> Fairly angry	<input type="checkbox"/> Very angry

Client Name: _____ Client Date of Birth: _____

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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. I was bored in class/session/program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. I put a lot of effort into class/session/program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. This class/session/program was an excellent learning experience.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. I learned nothing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. I thought that my friends and family should come to this class/session/program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. My clinician/instructor was clear and understandable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. My clinician/instructor was on time to appointments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. My clinician/instructor was good at explaining the class material.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. My clinician/instructor speaks with me about my personal goals and thoughts about treatment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. My clinician/instructor and I are open with one another.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. My clinician/instructor and I share a trusting relationship.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. I believe my clinician/instructor withholds the truth from me.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. My clinician/instructor and I share an honest relationship.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. My clinician/instructor and I work towards mutually agreed upon goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. My clinician/instructor is stern with me when I speak about things that are important to me and my situation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. My clinician/instructor and I have established an understanding of the kind of changes that would be good for me.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. My clinician/instructor is impatient with me.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. My clinician/instructor seems to like me regardless of what I do or say.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. My clinician/instructor and I agree on what is important for me to work on.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. I believe my clinician/instructor has an understanding of what my experiences have meant to me.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Overall, I was satisfied with the class/service/program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Client Name: _____ Client Date of Birth: _____

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

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of Agreement for Counseling and Anger Management Services CS-04032 (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 Subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

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

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

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

3. Prohibited Uses and Disclosures.

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

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

4. **Obligations of County.**

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

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

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

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

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

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

9. **Hold Harmless/Indemnification.**

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

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

11. **Termination.**

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

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

B. **Effect of Termination.**

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

12. **General Provisions.**

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

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

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

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

County of Riverside BAA 09/2013

ATTACHMENT II
PII Privacy and Security Standards

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

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

in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.**
 - 1. All users must be issued a unique user name for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!, @, #, etc.)
- H. **Data Destruction.** When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
 - 1. Data is confidential;
 - 2. Systems are logged;
 - 3. System use is for business purposes only, by authorized users; and
 - 4. Users shall log off the system immediately if they do not agree with these requirements.
- K. System Logging.
 - 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
 - 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 - 3. If PII is stored in a database, database logging functionality shall be enabled.
 - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission Encryption.
 - 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
 - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

A. System Security Review.

- 1. The CONTRACTOR must ensure audit control mechanisms are in place.
- 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
- 3. Reviews should include vulnerability scanning tools.

B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

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

V. PAPER DOCUMENT CONTROLS

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

G. Faxing.

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

H. Mailing.

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

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

The CONTRACTOR shall immediately notify the COUNTY when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The COUNTY contact for such notification is as follows:

Breaches should be referred to:

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

ATTACHMENT III
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.

06/06/18
Date
Address of Vendor/Recipient
(08/13/01)


Director _____

ATTACHMENT IV
DPSS 2076A, DPSS 2076B, & Instructions

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 & MHS
Remit to Name

Address

CONTRACTOR Name

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

- | | | |
|--|----------|--|
| <input type="checkbox"/> Advance Payment
(If allowed by Contract/MOU) | \$ _____ | <input type="checkbox"/> Actual Payment \$ _____
(Same amount as 2076B if needed) |
| <input type="checkbox"/> Unit of Service Payment | \$ _____ | _____ # of Units) X _____ (\$) _____ |
| _____ # of Units) X (\$) | | _____ # of Units) X _____ (\$) _____ |
| _____ # of Units) X (\$) | | _____ # of Units) X _____ (\$) _____ |

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

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

Authorized Signature Title Date

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

Business Unit (5) _____
Account (6) _____
Fund (5) _____
Dept ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
Amount Authorized _____
If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____
Management Reporting Unit _____ Date _____
Contracts Administration Unit _____ Date _____
General Accounting Section _____ Date _____

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B)	
---	--

CONTRACTOR:

ACTUAL EXPENDITURES FOR (MM/YYYY)

CONTRACT #:

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
		BILLABLE AMOUNT		

List each item as outlined in contract budget.

TOTAL BUDGET/EXPENSES				

IN-KIND CASH CONTRIBUTION

List each type of contribution				
TOTAL IN-KIND/CASH MATCH				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE
-----------------------	----------------	--------------

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.