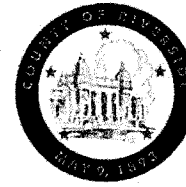


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.10  
(ID # 11216)**

**MEETING DATE:**

Tuesday, November 19, 2019

**FROM : PUBLIC SOCIAL SERVICES:**

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Execute the Second Amended and Restated Professional Services Agreement # CS-03356-06 with Riverside County Superintendent of Schools for Educational Liaison Services; All Districts; [Total Cost: \$163,022; Federal 43.71%, State 0.83%, Realignment 55.46%]; (Continued from 10/22/19; Agenda Item # 3.21, MT # 9914)

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

1. Ratify and Execute the Second Amended and Restated Agreement # CS-03356-06 with Riverside County Superintendent of Schools for Educational Liaison Services to increase the annual maximum contract amount for FY 18/19 by \$48,000 from \$398,913 to \$446,913, and to extend the period of performance for three months through September 30, 2019, for an amount not to exceed \$115,022 for FY 19/20.

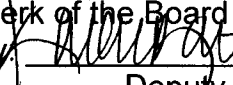
**ACTION:Policy**

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: November 19, 2019  
xc: DPSS

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<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>	\$ 115,022	\$ 0	\$ 163,022	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Federal 43.71%, State 0.83%, Realignment 55.46%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19-19/20

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

**BACKGROUND:**

**Summary**

On June 17, 2016 (Item 3.54), the Board of Supervisors approved the contract with Riverside County Superintendent of Schools (RCSS) for Educational Liaison Services for the period of July 1, 2016 – June 30, 2017 with four one-year options to renew. Three of the four one-year options to renew have been exercised. The Department is requesting to add \$48,000 to the RCSS agreement to cover fourth quarter billing for FY 18/19 due to an increase in contractor personnel costs caused by a shift to use of higher paid counselor classifications providing contracted services; this allows for enhancements and greater flexibility in service provision. Under this agreement, 3.0 FTE Educational Liaisons or Counselors and 0.5 FTE Attendance/Registration Technician (ART) are allocated to assist DPSS Children Services with a hybrid service model of support services for DPSS staff and direct services of educational related activities for children/Non-Minor Dependents (NMDs).

Additionally, the Department is extending the agreement for FY 19/20, beginning July 1, 2019 – September 30, 2019. A new RCSS agreement with a new program format will be brought to the Board of Supervisors for approval at a later date.

**Contract History and Price Reasonableness**

This agreement was negotiated without competition in accordance with California Department of Social Services (CDSS) manual section 23-650, paragraph 1.14, which states that contracts may be negotiated without formal advertising “for any service to be rendered by any federal, state or local governmental agency, public university, public college or other public educational institution.” Ordinance 459 allows for award of contracts with any federal, state, or local government agency without bidding due to the nature of collaboration and partnership of beneficial programs with government entities.

**Impact on Residents and Businesses**

These programs provide assistance to children/youth and NMDs who need the Educational Liaison services. Additionally, this agreement expands the program to assist NMD youth who need guidance with advanced academic plans and career goals so that they are prepared for independence.

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

**SUPPLEMENTAL:**

**Additional Fiscal Information**

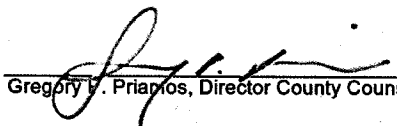
Funding for this agreement is Federal 43.71%, State 0.83%, Realignment 55.46% funding.

There are no County costs required for this amendment. The budget detail is below:

Budget Item	Educational Liaison Description	Existing Budget Amount FY 18/19	New Budget Amount FY 18/19	Budget Amount FY 19/20
Salaries & Benefits (50% DPSS)	Salaries and Benefits for one (1) ART	\$45,679	\$53,692	\$13,423
Salaries & Benefits (100% DPSS)	Salaries and Benefits for three (3) RCSS Educational Liaisons/Counselors	\$324,500	\$356,001	\$89,000
Operating Expenses	Operating expenses such as: Travel/Training, Supplies, Technology	\$10,225	\$15,938	\$3,985
Indirect Costs		\$18,509	\$21,282	\$8,614
<b>Total</b>		<b>\$398,913</b>	<b>\$446,913.00</b>	<b>\$115,022.00</b>

**ATTACHMENTS:**

Second Amended and Restated Professional Services Agreement # CS-03356-06 with RCSS for Educational Liaison Services

  
Gregory V. Priamos, Director County Counsel 11/13/2019

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

**AGREEMENT:** CS-03356-06

**CONTRACTOR:** Riverside County Superintendent of Schools

**PERIOD OF PERFORMANCE:** July 1, 2016 – September 30, 2019

**ANNUAL MAXIMUM REIMBURSABLE AMOUNT:** \$398,913 for FY 16/17 and FY 17/18  
\$446,913 for FY 18/19  
\$115,022 for FY 19/20


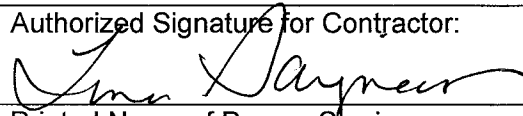
This Second Amended and Restated Agreement, CS-03356-06, (herein referred to as the "Agreement"), effective June 1, 2019, is made and entered into by and between Riverside County Superintendent of Schools, (herein referred to as "Contractor") and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "County" and/or "DPSS").

**WHEREAS**, DPSS and Contractor previously entered into that certain Agreement, CS-03356, for Educational Liaison Services approved June 21, 2016, Agenda Item 3-54, and effective July 1, 2016 ("Original Agreement"); and

**WHEREAS**, DPSS and Contractor previously entered into that certain First Amendment, CS-03356-01, executed January 31, 2017 and effective July 1, 2016; that certain Second Amendment, CS-03356-02, executed May 30, 2017 and effective July 1, 2017; that certain Third Amendment, CS-03356-03, executed June 12, 2018 and effective July 1, 2017; that certain Fourth Amendment, CS-03356-04, executed September 21, 2018 and effective July 1, 2018; and that certain First Amended and Restated Agreement, CS-03356-05, executed and effective October 30, 2018; and

**WHEREAS**, DPSS and Contractor desire to amend and restate the Original Agreement, as amended, for a second time in its entirety;


**NOW THEREFORE**, DPSS and Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the TERMS and CONDITIONS (herein referred to as the "T&C"), attached hereto and incorporated herein by this reference, specifying the responsibilities of DPSS and Contractor.

Authorized Signature for County:	Authorized Signature for Contractor:
	
Printed Name of Person Signing: Kevin Jeffries	Printed Name of Person Signing: Reginald Thompkins / Tina Dai on behalf of Reginald Thompkins
Title: Chairman, Board of Supervisors	Title: Associate Superintendent
Address: 4080 Lemon St. Riverside, CA 92501	Address: 3939 Thirteenth St. Riverside, CA 92501
Date Signed: NOV 19 2019	Date Signed: 11/08/19

Page 1 of 44

FORM APPROVED COUNTY COUNSEL  
BY:  11/13/19  
DANIELLE D. MALAND DATE

NOV 19 2019 3.10

ATTEST:  
KEDRA R. HARPER, Clerk  
By:   
DEPUTY

## TABLE OF CONTENTS

I. DEFINITIONS .....	3
II. DPSS RESPONSIBILITIES .....	3
III. CONTRACTOR RESPONSIBILITIES .....	4
A. SCOPE OF SERVICE .....	4
B. OUTCOMES .....	6
C. REPORTING .....	7
D. JOINT OPERATIONS MEETING .....	8
E. FISCAL .....	8
1. MAXIMUM REIMBURSABLE AMOUNT .....	8
2. LINE ITEM BUDGET .....	8
3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT .....	10
4. FINANCIAL RESOURCES .....	11
5. RECORDS, INSPECTIONS AND AUDITS .....	11
6. SUPPLANTATION .....	11
7. DISALLOWANCE .....	12
F. ADMINISTRATIVE .....	12
1. CONFLICT OF INTEREST .....	12
2. CONFIDENTIALITY .....	12
3. HOLD HARMLESS/INDEMNIFICATION .....	13
4. INSURANCE .....	13
5. LICENSES AND PERMITS .....	15
6. INDEPENDENT CONTRACTOR .....	15
7. ASSIGNMENT .....	16
8. PERSONNEL .....	16
9. SUBCONTRACT FOR SERVICES .....	17
10. DEBARMENT AND SUSPENSION .....	17
11. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES .....	18
12. EMPLOYMENT PRACTICES .....	18
13. EQUAL EMPLOYMENT OPPORTUNITY .....	18
14. CLIENT CIVIL RIGHTS COMPLIANCE .....	18
15. PROCEDURE TO RESOLVE CLIENT GRIEVANCE .....	20
16. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA) .....	20
17. CHILD ABUSE REPORTING .....	20
18. TRANSITION PERIOD .....	20
IV. GENERAL .....	21
A. PERIOD OF PERFORMANCE .....	21
B. NOTICES .....	21
C. AVAILABILITY OF FUNDING .....	21
D. DISPUTES .....	21
E. SANCTIONS .....	22
F. GOVERNING LAW .....	22
G. CONSUMER PRICE INDEX .....	22
H. MODIFICATION OF TERMS .....	23
I. NON-APPROPRIATION OF FUNDS .....	23
J. TERMINATION .....	23
K. ENTIRE AGREEMENT .....	23

## List of Exhibits

Exhibit A – RCSS Educational Liaisons' Qualifications and Responsibilities

Exhibit B – RCSS Counselor Qualifications and Responsibilities

Exhibit C – RCSS ART Qualifications and Responsibilities

Exhibit D – DPSS 2076A, DPSS 2076B &amp; Instructions

Exhibit E – Assurance of Compliance

Exhibit F – HIPAA Business Associate Agreement

## TERMS AND CONDITIONS

### I. DEFINITIONS

- A. "ART" refers to RCSS' Attendance/Registration Technician.
- B. "CSD" refers to DPSS Children Services Division.
- C. "Contractor" refers to Riverside County Superintendent of Schools and its employees, agents and representatives providing services under this Agreement.
- D. "CWS/CMS" refers to Child Welfare Services/Case Management System computer application.
- E. "County" and/or "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- F. "EL" refers to Educational Liaison.
- G. "IEP" refers to a student's Individual Education Plan.
- H. "ILP" refers to the Independent Living Program.
- I. "NMD" refers to youth in non-minor dependent status.
- J. "RCSS" refers to the Riverside County Superintendent of Schools.
- K. "SSW" refers to a CSD social worker.
- L. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a Subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- M. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another Subcontractor.

### II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Provide assigned RCSS educational employees with postage, adequate work station, including desk, chair, telephone, computer with Internet access, access to photocopy and fax machines, locked storage, and sufficient filing cabinet space at DPSS CSD site.
- D. Provide a County computer with CWS/CMS access for use by RCSS educational employees.

- E. Provide training on those portions of the CWS/CMS application needed by the RCSS educational employees to access a child's/non-minor dependent's (NMD's) educational history, document service provision and update a child's/NMD's Education Passport.
- F. Assure that all children and NMDs served in this Agreement receive education liaison services, as recommended by RCSS.
- G. Be responsible for all case management services.
- H. Advise RCSS in writing of all pertinent existing State regulations and directives pertaining to social services related to this Agreement and changes thereafter.

### III. CONTRACTOR RESPONSIBILITIES

#### A. SCOPE OF SERVICE

1. In order to increase the academic success of dependent children and NMDs through the provision of direct services to assigned children/NMD's and support services to DPSS staff, RCSS will assign employees to be the liaison between DPSS and RCSS. RCSS will provide the following positions for this Agreement for FY 16/17 and FY 17/18:
  - a. Two (2) Full-Time Equivalent (FTE) Educational Liaison positions. The Educational Liaisons' responsibilities and qualifications are specified in **Exhibit A** attached hereto and incorporated herein by this reference.
  - b. One (1) Full-Time Equivalent (FTE) Counselor. The Counselor's responsibilities and qualifications are specified in **Exhibit B** attached hereto and incorporated herein by this reference.
  - c. A half (0.5) Full-Time Equivalent (FTE) Attendance/Registration Technician (ART). The ART responsibilities and qualifications are specified in **Exhibit C** attached hereto and incorporated herein by this reference.

RCSS will provide the following positions for this Agreement for FY 18/19 and FY 19/20:

- a. Three (3) Full-Time Equivalent (FTE) Educational Liaison or Educational Counselor positions. The Educational Liaisons' responsibilities and qualifications are specified in **Exhibit A** attached hereto and incorporated herein by this reference. The Educational Counselors' responsibilities and qualifications are specified in **Exhibit B** attached hereto and incorporated herein by this reference.
  - b. A half (0.5) Full-Time Equivalent (FTE) Attendance/Registration Technician (ART). The ART responsibilities and qualifications are specified in **Exhibit C** attached hereto and incorporated herein by this reference.
2. Program Model
    - a. This program will provide a combination of direct services to children/NMDs and support services to DPSS staff.

- b. Each of the 3.0 FTE RCSS Educational Liaisons/Counselors will carry a caseload of 30 children/NMDs at one time, contingent on adequate referrals from CSD, and provide supportive services to DPSS staff.
- c. RCSS staff will assess the individual needs of referred children/NMDs, and provide specific services aimed at fostering better functioning within his/her educational setting, and positive educational outcomes.

### 3. Services

#### a. Direct Services for Children/NMDs

- i. The Liaison/Counselor will administer the Foster Youth Educational Screening tool at the commencement of Educational Liaison Program services being provided to each child/NMD ("Prescreen") receiving services, and upon the termination of these services ("Post screen").
- ii. Assist children/NMDs in development of two (2) goals related to educational attainment (Educational Case Plan Smart Goals) utilizing the Foster Youth Educational Screening tool. These goals will serve as the focus for the education-related services provided.
- iii. Liaisons/Counselors shall administer the Student Readiness for College and Career survey to high school youth on their assigned caseloads in the 12<sup>th</sup> grade whose services from the Educational Liaison Program extends to more than one (1) month in duration. If a youth/NMD refuses to complete the survey, a contact in CWS/CMS must be entered to document the refusal. RCSS will create a log of refusals and include this in their monthly reporting.
- iv. Conduct face-to-face visits with all children/NMDs on Liaison/Counselors caseload no fewer than one time per month to provide mentoring and related services (e.g., assistance in collecting educational documents, credit recovery efforts, etc.). Additional in-person contacts may be conducted based upon child/NMD needs and determined by RCSS staff. A face-to-face contact is defined as a visit with a child/NMD at their educational institution or at a meeting arranged by DPSS or other agencies (e.g., TDM, CFT, Wraparound, IEP) in efforts to provide comprehensive services where the child/NMD is present. Deviations from this schedule may be approved on a case-by-case basis by DPSS liaison.
- v. Counselors will provide visits at school sites or in caregiver homes with caregiver present. During periods when the school site is unavailable (Holiday breaks, etc.) and Counselors are unable to make visits to caregiver homes, Liaisons/Counselors may substitute telephone contacts with the children/NMDs for face-to-face visits. All home visits as well as telephone contacts must be entered into CWS/CMS.
- vi. Provide assistance with applications for postsecondary education and related financial aid for all children/non-minor dependents on Liaison/Counselors caseload aged 16 years or older.
- vii. Provide and monitor referrals for tutoring, college admissions assistance, and/or related services as needed.



- viii. Document all in-person contacts and related services in CWS/CMS by the close of business on the last day of the month in which contact was made.

b. Support Services for DPSS Staff

- i. Provide training for social workers on relevant foster care educational topics four (4) times per year. The content is the responsibility of the RCSS staff and must contain learning objectives. Trainings without learning objectives must be approved by the DPSS Liaison. Trainings may be conducted in the following settings: Social worker inductions, monthly CSD regional meetings, custom CSD regional training, social worker supervisors meetings, etc., as approved by DPSS Liaison.
- ii. Create pre and post-test(s) to be administered before and after trainings in which learning objectives have been determined. This provision is waived for presentations describing the program or question and answer sessions with CSD staff.
- iii. Create a "Frequently Asked Questions" (FAQ) for social workers and school staff on an annual basis.
- iv. Refer social workers to the Attendance/Registration Technician (ART) to request educational records and to answer questions not covered in the FAQ, as appropriate.
- v. Troubleshoot complex issues for social workers that ART is unable to resolve.

B. OUTCOMES

1. Direct Services

Short Term (by end of the Period of Performance)

- a. 95% of participants who are in grades kindergarten to 12<sup>th</sup> who receive EL services will have a Foster Youth Educational Screening tool completed and have developed two education-related goals.
- b. 95% of participants who are in grades kindergarten to 12<sup>th</sup> who receive EL services will obtain complete education records to include but not limited to attendance records, current progress report (if available), academic transcript, disciplinary record (if applicable), and IEP (if applicable).
- c. 50% of participants who are in grades kindergarten to 12<sup>th</sup> who receive EL services will increase their academic performance as demonstrated by promoting to the next grade level or graduating from high school or earning a General Educational Development (GED) diploma.
- d. 25% of participants in the 12<sup>th</sup> grade who receive EL services will score a minimum of 85% on the Student Readiness for College and Career survey.

- e. 10% of graduating seniors will increase their educational success as demonstrated by enrolling in post-secondary educational institutions or career opportunities.
- f. 95% of NMD participants who receive EL services will have a Foster Youth Educational Screening tool completed and have developed two education-related goals.
- g. 95% of NMD participants who receive EL services will obtain complete education records, to include but not limited to, attendance records, current progress report (if available), academic transcript, disciplinary record (if applicable), and IEP (if applicable).
- h. 50% of NMD participants who receive EL services will increase their academic performance as demonstrated by graduating from high school or earning a General Educational Development (GED) diploma.
- i. 95% of NMD participants who receive EL services will score a minimum of 85% on the Student Readiness for College and Career survey.
- j. 10% of NMD participants who receive EL services will increase their educational success as demonstrated by enrolling in post-secondary educational institutions or career opportunities.

## 2. Long Term

The DPSS Program Evaluation Unit (PEU) will compare the results of participants to non-participants with regard to measures such as grade advancement, graduation, placement stability, and re-entry.

## 3. Support Services for DPSS Staff

95% of CSD case-carrying social workers participating in RCSS Educational Liaison trainings will demonstrate an increase in knowledge by achieving 75% score on RCSS Educational Liaison services training Post Tests.

## C. REPORTING

The Contractor shall submit the following reports as specified below:

1. A monthly Tracking Log from each RCSS staff to DPSS once each month, within five (5) business days from the end of the month in which services were provided. All logs shall be submitted to [PDRreports@rivco.org](mailto:PDRreports@rivco.org). This Tracking Log will contain information agreed upon by DPSS and RCSS. Information to be provided to DPSS from the Educational Liaisons/Counselor shall include, but is not limited to, the following:
  - a. Names of clients being served on caseload
  - b. Case closure dates (if applicable)
  - c. Brief description of reason for case closure (if applicable)
  - d. Face to face visit dates

Information to be provided to DPSS from the ART shall include, but is not limited to, the following:

- a. Number of requests for educational records
- b. What type of records were requested

2. A Foster Youth Educational Screening tool Pre and Post and the Foster Youth Educational Screening tool (if applicable) shall be submitted for each assigned child/NMD as completed by the Educational Liaison/Counselor to DPSS PEU at [ProgEval@rivco.org](mailto:ProgEval@rivco.org).
3. Results of Pre and Post tests administered to DPSS staff participating in trainings shall be submitted on a monthly basis to [PDRreports@rivco.org](mailto:PDRreports@rivco.org).

#### D. JOINT OPERATIONS MEETINGS (JOM)

Joint Operational Meetings (JOM) are intended to facilitate communication between RCSS and DPSS and are to include the primary liaisons from each organization. JOM serve as a communication arena with discussions that include, but are not limited to, the following: monthly tracking log, joint case reviews, incidents, challenges or issues, areas of enhancement, and communication. JOMS will be held quarterly or more often as determined appropriate by the liaisons.

#### E. FISCAL

##### 1. MAXIMUM REIMBURSABLE AMOUNT

Total annual payments by DPSS to Contractor under this Agreement shall not exceed:

Fiscal Year Period	Annual Maximum Reimbursable Amount
July 1, 2016 through June 30, 2017	\$398,913
July 1, 2017 through June 30, 2018	\$398,913
July 1, 2018 through June 30, 2019	\$446,913
July 1, 2019 through September 30, 2019	\$115,022
Total	\$1,359,761

##### 2. LINE ITEM BUDGETS

Budget Item	Educational Liaison Description	Budget Amount FY 16/17	Budget Amount FY 17/18
Salaries & Benefits (50% DPSS)	Salaries and Benefits for two (2) Ed. Liaisons and one (1) ART	\$150,758	\$126,367
Salaries & Benefits (100% DPSS)	Salaries and Benefits for one (1) Ed. Liaison and one (1) Counselor	\$207,648	\$237,802
Operating Expenses	Operating expenses such as: Travel/Training, Supplies, Technology	\$21,510	\$15,747
Indirect Costs at 5%		\$18,997	\$18,997
<b>Total</b>		<b>\$398,913.00</b>	<b>\$398,913.00</b>

Budget Item	Educational Liaison Description	Budget Amount FY 18/19	Budget Amount FY 19/20
Salaries & Benefits (50% DPSS)	Salaries and Benefits for one (1) ART	\$53,692	\$13,423
Salaries & Benefits (100% DPSS)	Salaries and Benefits for three (3) RCSS Educational Liaisons/Counselors	\$356,001	\$89,000
Operating Expenses	Operating expenses such as: Travel/Training, Supplies, Technology	\$15,938	\$3,985
Indirect Costs		\$21,282	\$8,614
<b>Total</b>		<b>\$446,913.00</b>	<b>\$115,022.00</b>

- a. Contractor will provide the following supporting documentation along with the quarterly invoice to justify invoice amounts:
  1. Payroll, Salary, and Benefits –
    - i. Payroll Register or Report including employee names, hours, wage rate, wage amount, benefit amount, pay dates.
    - ii. Time and Activity including employee names, dates worked, hours allocated to DPSS programs.
  2. Operating Expenses – Schedule or statement of costs; Allocation basis to DPSS.
  3. Equipment
    - i. Copy of invoice or receipt
    - ii. Proof of payment  
Include copy of check, general ledger, or credit card receipt.
  4. Travel and Per Diem (as applicable) – Mileage Report; Copy of invoice or receipts.
    - i. Mileage Log for DPSS Activities including employee name, dates of travel, from/to destination, miles allocated to DPSS programs, and description of business purpose. The County's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for private vehicles and will be effective concurrently with the IRS' periodic establishment of such a rate.
    - ii. Proof of payment including copy of check or invoice, original meal receipt, copy of transportation and lodging receipts
    - iii. Meal and Mileage costs will be held to following County limits:
      - (a) Lodging  
Actual cost for lodging shall not exceed \$159 per night inclusive of all occupancy and accommodation taxes and other room related taxes and fees.
      - (b) Meal Expenses

The maximum reimbursement for meals per day is \$51, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. Amounts may not be aggregated. No reimbursement for alcoholic beverages.

(c) Transportation

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

(d) Rental cars

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

5. Client Purchases

- i. Description of item
- ii. Client signature log including date, client name, item issued, program, client signature.
- iii. Proof of payment including copy of check and purchase receipt

6. Operating costs (direct or indirect) – include one of the following

- i. Cost schedule by allocation basis of calculated allocating costs to DPSS program.
- ii. Copy of invoice or receipts
- iii. Approved Indirect Cost Rate (ICR)

- b. For expenses claimed based on historical or budget estimates, the Contractor shall reconcile these amounts to the actual expenditures annually within 60 days following the final billing period.

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each quarterly invoice for payment. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.
- b. All completed claims must be submitted on a quarterly basis no later than 30 days after the end of each quarter in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. The Contractor shall submit DPSS Forms 2076A, 2076B (if applicable) (**Exhibit D**), following the instructions set forth. **Exhibit D** is attached hereto and incorporated herein by this reference for request of all payments.
- d. Each claiming period shall consist of a quarterly claiming period. Contractor Invoice estimates for May and June are due no later than the 5th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

#### 4. FINANCIAL RESOURCES

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

#### 5. RECORDS, INSPECTIONS AND AUDITS

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

#### 6. SUPPLANTATION

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

#### 7. DISALLOWANCE

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

### F. ADMINISTRATIVE

#### 1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

#### 2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, Subcontractors and volunteer staff who may provide services under this Agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

### 3. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, action, claim, or damage whatsoever, based or asserted upon any services of Contractor, its officers, employees, Subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature. Contractor shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards) the County of Riverside, its Agencies, Districts, Special Districts and Departments, 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, omissions, or services.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their 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 hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims.

### 4. INSURANCE

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

#### (1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not



less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insured.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith,

unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing 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.

- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.
- (7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- (8) Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### 5. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

#### 6. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the

County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

## 7. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

## 8. PERSONNEL

a. Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:

- (1) All staff who work full or part-time positions by title, including volunteer positions; and
- (2) A brief description of the functions of each position and hours each position worked; and
- (3) The professional degree, if applicable and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

### b. Background Checks

Conduct criminal background records checks on all employees, Subcontractors, and volunteers providing services under this Agreement. Prior to these individuals providing services to clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.

### c. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1) Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2) Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3) Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

#### 9. SUBCONTRACT FOR SERVICES

a. The Contractor shall not enter into any Subcontract with any Subcontractor who:

- (1) is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
- (2) has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; or
- (4) has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

- b. The Contractor shall be as fully responsible for the acts or omissions of its Subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- c. The Contractor shall insert appropriate clauses in all Subcontracts to bind Subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of Subcontractors.
- d. Nothing contained in this Agreement shall create any contractual relationship between any Subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

#### 10. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
  - b. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently 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
  - d. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
11. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES
- The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.
12. EMPLOYMENT PRACTICES
- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, Contractor shall comply with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
  - b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
  - c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
13. EQUAL EMPLOYMENT OPPORTUNITY
- By signing this Agreement or accepting funds under this Agreement, the Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).
14. CLIENT CIVIL RIGHTS COMPLIANCE
- a. Assurance of Compliance
- The Contractor shall complete the Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit E** and incorporated herein by this

reference. The Contractor will sign and date **Exhibit E** and return it to DPSS along with the executed Agreement. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

b. **Client Complaints**

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel.

**Civil Rights Complaints should be referred to:**

Civil Rights Coordinator  
Riverside County Department of Public Social Services  
10281 Kidd Street  
Riverside, CA 92503  
(951) 358-6841

c. **Services, Benefits and Facilities**

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

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

d. **Cultural Competency**

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

#### 15. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a Client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing.

#### 16. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

Under the Health Insurance Portability and Accountability Act (IHPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 ("Privacy Rule and Security Rule"), the Contractor must comply with the Security Rule as a Business Associate, if under this Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

The County and Contractor acknowledge that HIPAA mandates them to comply as business associates in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth from the County of Riverside Board of Supervisors Policy No. B-23 and the HIPAA Business Associated Agreement with County of Riverside DPSS as attached hereto as **Exhibit F**.

All social service privacy complaints should be referred to:

Department of Public Social Services  
HR/Administrative Compliance Services Unit  
10281 Kidd Street  
Riverside, CA 92503  
(951) 358-3030

#### 17. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall establish a procedure acceptable to the County and in accordance with applicable laws to ensure that all employees, volunteers, consultants, Subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in the Penal Code.

#### 18. TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;
- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service; and

- c. To make available to DPSS in a timely manner all file information regarding the clients served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service.

#### IV. GENERAL

##### A. PERIOD OF PERFORMANCE

This Agreement is effective from July 1, 2016 through September 30, 2019.

##### B. NOTICES

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

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

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

Contractor: Riverside County Superintendent of Schools  
Superintendent  
3939 Thirteenth St.  
Riverside, CA 92501

Contractor "Remit To" address: Riverside County Office of Education  
3958 12<sup>th</sup> Street  
Riverside, CA 92502

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable.

##### C. AVAILABILITY OF FUNDING

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

##### D. DISPUTES

1. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the County's Compliance Contract Officer who shall furnish the decision in writing. The decision of the County's Compliance Contract Officer shall be final and conclusive unless



determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

2. 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.

#### E. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

#### F. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

#### G. CONSUMER PRICE INDEX

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

**H. MODIFICATION OF TERMS**

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

**I. NON-APPROPRIATION OF FUNDS**

The County's obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of County funding from which payment can be made. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the County shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, County shall immediately notify Contractor in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**J. TERMINATION**

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

**K. 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.

**EXHIBIT A****RCSS EDUCATIONAL LIAISONS' QUALIFICATIONS AND RESPONSIBILITIES****I. Educational Liaisons' Qualifications**

- A. A minimum of two years' experience as a general education or special education classroom teacher with the ability to fulfill the requirements of this Agreement;
- B. Bachelor's Degree from an accredited college/university in social science, liberal studies, or a related field; and
- C. A Master's Degree is desirable.

**II. Educational Liaisons' Responsibilities**

- A. The responsibilities of the Educational Liaisons include, but are not limited to:
  - 1. Providing case management for up to 30 children/youth regarding educational liaison services.
  - 2. Knowledge of the federal and state regulations and laws affecting the education of foster children/youth including those with special needs.
  - 3. Knowledge of the education system with a focus in special education.
  - 4. Coordinating the planning and implementation of all necessary educational services to assigned children/youth.
  - 5. Coordinating with district superintendents and school personnel, county schools, group home providers, foster parents, and children/youth to ensure effective partnerships with the community.
  - 6. Providing consultation on issues related to education, special education, educational due process for student discipline, and programs and services offered in alternative education for assigned children/youth.
  - 7. Participating in the facilitation and improvement of educational accomplishments and opportunities for assigned children/youth.
  - 8. Providing caregivers, SSWs, children and youth with assistance in all educational issues, including assistance with IEP/504 plans and reviews for assigned children/youth.
  - 9. Entering contacts regarding child and youth education services rendered by the educational liaison in the CWS/CMS system by the end of the month in which services were delivered.
  - 10. Coordinating and participating in educational consultations with SSWs, caregivers, and/or service providers to determine the educational needs of children/youth and to develop a suggested plan of action for assigned children/youth.
  - 11. Attending Child and Family Team Meetings (CFTMs) when educational liaison

expertise is necessary for assigned children/youth.

12. Providing educational advocacy resources for caregivers, SSWs, and children/youth when necessary.
13. Supporting the educational needs of children and youth who are transitioning from one placement to another.
14. Providing educational placement recommendations (i.e., individual study, alternative school) when necessary.
15. Attending Individual Education Plan (IEP) 504 meetings for assigned foster children/youth that are receiving special education services when necessary.
16. Maintaining an educational file on each youth/NMD which must include, initial referral (DPSS 3957) and Foster Youth Educational Screener. Other documents that may be included but is not limited to are Educational Passport, current IEP/504 plan, and transcripts as necessary.
17. Assisting children/youth assigned to caseload aged 16 and older with applications for postsecondary education and related financial aid.

**EXHIBIT B****RCSS COUNSELOR QUALIFICATIONS AND RESPONSIBILITIES****I. Counselor Qualifications**

- A. A minimum of one year experience counseling at the secondary level. Career guidance experience is preferred, and;
- B. A Master's Degree from an accredited college/university in psychology, counseling and guidance, or a closely related field is required.
- C. A Doctorate Degree from an accredited institution in a related field is desirable.
- D. A California Pupil Personnel Services credential with an emphasis in school counseling, or other valid California credential with an authorization in school counseling. CPR and First Aid certification are highly desirable.

**II. Counselor Responsibilities**

- A. The responsibilities of the Counselor include providing services to 30 youth/NMDs, and are not limited to:
  - 1. Possessing knowledge of the federal and state regulations and laws affecting the education of foster youth including those with special needs.
  - 2. Counseling students, parents and caregivers for the purpose of enhancing student success in school.
  - 3. Conducting structured, goal-oriented counseling sessions in a systematic response to the identified needs of assigned youth/NMDs.
  - 4. Coordinating with district superintendents and school, and community college personnel, county schools, group home providers, foster parents, and youth/NMDs to ensure effective partnerships with the community.
  - 5. Providing direct guidance and counseling services which are relevant to the sequential development of students as related to educational, social, and vocational objectives to assigned youth/NMDs.
  - 6. Participating in the facilitation and improvement of educational accomplishments and opportunities for assigned youth/NMDs.
  - 7. Disseminating information concerning school offerings, opportunities for further education, careers and career training, and community special service which are available to the student.
  - 8. Advising assigned youth/NMDs on relative college, vocational and other post-high school plans.

9. Coordinating and participating in educational consultations with SSWs, caregivers, and/or service providers to determine the educational needs of the youth/NMDs and to develop a suggested plan of action as requested.
10. Attending Child and Family Team Meetings (CFTMs) when counselor expertise is necessary for assigned youth/NMDs.
11. Providing educational advocacy resources for caregivers, SSWs, and youth/NMDs when necessary.
12. Writing letters of recommendations for college admission purposes or to potential employers and military service personnel for youth/NMDs.
13. Maintaining an educational file on each youth/NMD which must include, initial referral (DPSS 3957) and Foster Youth Educational Screener. Other documents that may be included but is not limited to are Educational Passport, current IEP/504 plan, and transcripts as necessary.
14. Attending Individual Educational Plan (IEP) 504 meetings for assigned foster youth/NMDs that are receiving special education services when necessary
15. Assisting assigned youth/NMDs aged 16 and older with applications for postsecondary education and related financial aid.

**EXHIBIT C****RCSS ART QUALIFICATIONS AND RESPONSIBILITIES****I. ART Qualifications**

A minimum one (1) year of clerical experience in computer applications preferably related to educational attendance accounting.

**II. ART Responsibilities**

A. The responsibilities of ART include, and are not limited to:

1. Assisting Educational Liaisons/Counselor for the purpose of supporting them in the completion of their work activities.
2. Communicating with program staff, SSWs, and CSD Administrative and other CSD staff for the purpose of resolving issues, responding to requests, and coordinating activities and processes.
3. Requesting student records (e.g., transcripts, IEPs, attendance records, suspension and expulsion records, immunizations), and other records as appropriate on a case-by-case basis for the purpose of meeting the student's needs as well as meeting State, Federal and/or district requirements.
4. Maintaining a log of requested records as requested by Educational Liaisons/Counselor and SSWs.
5. Preparing written materials (e.g., reports, memos, letters) as needed.
6. Responding to inquiries of staff for the purpose of providing information and/or direction for assigned cases.
7. Entering/updating information in the Education Passport in the CWS/CMS System including IEP and 504 Plan, recommendations, SSW consultations, child/NMD contacts, and transcript information. Entering the child's/NMD's education information into the CWS/CMS Education Passport when updated documents are received by the educational liaison.
8. Assisting CSD staff in connecting with individuals who can aid youth/NMDs aged 16 or older with applications for postsecondary education and related financial aid.

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICE

**CONTRACTOR PAYMENT REQUEST**

**Exhibit Number: D**

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

From: Riverside County Office of Education  
Remit to Name  
3958 12<sup>th</sup> Street, Riverside, CA 92502  
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 _____ (\$) _____ _____ # 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 _____



COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B)				Exhibit D
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
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**Exhibit D****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.**

**Exhibit E**

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

\_\_\_\_\_  
Riverside County Superintendent of Schools

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.

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director's Signature  
Associate superintendent

\_\_\_\_\_  
Address of Vendor/Recipient

(08/13/01)

CR50-Vendor Assurance of Compliance

**Exhibit F****HIPAA Business Associate Agreement****Addendum to Contract**

**Between the County of Riverside and Riverside County Superintendent of Schools**

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of Agreement CS-03356-06 (the "Underlying Agreement") between the County of Riverside ("County") and the Riverside County Superintendent of Schools ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

## 3. Prohibited Uses and Disclosures.

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

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

#### 4. **Obligations of County.**

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



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

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

- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
    - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - (3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

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

- (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
- (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
- (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

- B. Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- (1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
  - (2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as

applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

**9. Hold Harmless/Indemnification.**

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

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

11. **Termination.**

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

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

B. **Effect of Termination.**

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

12. **General Provisions.**

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

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

County HIPAA Privacy Officer: HIPAA Privacy Manager

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

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

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

County Departmental Officer: \_\_\_\_\_

County Departmental Officer Title: \_\_\_\_\_

County Department Address: \_\_\_\_\_

County Department Fax Number: \_\_\_\_\_

County of Riverside BAA 09/2013

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**3.28**  
(MT 11258)

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from the Department of Public Social Services regarding the approval of the Second Amended and Restated Agreement, CS-03356-06, with Riverside County Superintendent of Schools for Educational Liaison Services, is continued to Tuesday, November 19, 2019 at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on November 5, 2019 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: November 5, 2019  
Kecia R. Harper, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: \_\_\_\_\_

Deputy

AGENDA NO.  
3.28

xc: ~~EOB~~



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



**ITEM: 3.28**  
**(ID # 11258)**

**MEETING DATE:**

Tuesday, November 5, 2019

**FROM : PUBLIC SOCIAL SERVICES:**

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Approve the Second Amended and Restated Agreement, CS-03356-06, with Riverside County Superintendent of Schools for Educational Liaison Services. All Districts; [Total Cost: \$315,335 – Source of Funds: Federal 41%; State 1%; Realignment 58%] (Continued from October 22, 2019; Item # 3.14; MT # 9914) (Continued to November 19, 2019)

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

1. Ratify and approve the Second Amended and Restated Agreement, CS-03356-06, with Riverside County Superintendent of Schools for Educational Liaison Services to increase the annual maximum contract amount for FY 18/19 by \$48,000, from \$398,913 to \$446,913, and to extend the period of performance for six (6) months through December 31, 2019 in an amount not to exceed \$267,335 for FY 19/20;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that make modifications to the statement of work that stay within the intent of the agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract.

**ACTION:Policy**

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

<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>	\$ 267,335	\$ 0	\$ 315,335	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Federal 41%; State 1%; Realignment 58%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 18/19 -19/20	

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

**BACKGROUND:**

**Summary**

On June 17, 2016 (Item 3.54), the Board of Supervisors approved the contract with Riverside County Superintendent of Schools (RCSS) for Educational Liaison Services for FY 16/17 with four one-year options to renew for an amount not to exceed \$398,913 annually. This Agreement has been amended five (5) times since approval, and services have been extended through June 30, 2018. The Riverside County DPSS/Children Services Division (CSD) is requesting that the Board of Supervisors ratify addition of \$48,000 to the RCSS agreement for FY 18/19, to address increased personnel costs associated with a shift to include both educational liaisons and educational counselors for provision of services, which allows RCSS to provide more flexible services to CSD. In addition, DPSS/CSD is requesting to extend the period of performance for six (6) additional months through December 31, 2019, for an amount not to exceed \$267,335 for FY 19/20. Under this agreement three (3.0 FTE) educational liaisons or counselors, and one half (0.5 FTE) Attendance/Registration Technician (ART) are allocated to assist DPSS CSD with a hybrid service model of support services for DPSS staff and direct services of educational related activities for children/Non-Minor Dependents (NMDs).

The support services program offers DPSS staff trainings/presentations for Social Service Practitioners (SSPs) on laws affecting foster youth education four (4) times a year. Additionally, RCSS program staff conducts smaller question-and-answer sessions with DPSS staff to address the specific situations that SSPs face while assisting children/youth to stabilize in their new educational placements.

Through the direct client services, RCSS assists DPSS Children Services with educational-related services for foster youth in grades K-12 and NMDs ages 18-21. The Educational Liaison Program has provided educational support and advocacy services for high-need foster youth in Riverside County since 2008 in an effort to increase educational attainment, and long-term outcomes for foster youth. Issues associated with lower educational outcomes include dropping out of high school, involvement in crime and incarceration, unemployment, homelessness, substance abuse, welfare dependence, and poverty.

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

Currently, there are 93 school age children/youth and NMDs served through the educational liaison program. Having the educational liaisons and counselor in place has had a positive impact on our school age children/youth and at risk NMDs. Some of the benefits of the services provided by the educational liaison and counselor includes school credit recovery due to frequent placement moves, timely school enrollment, maintaining school records, keeping youth on track for graduation, training for school districts on foster children/youth issues, and assisting NMDs to pursue secondary education by helping with completing the Free Application for Federal Student Aid (FASFA) and college applications. This program provides these children/youths with the tools and support needed to be successful in school. Without the support that this program provides, the foster youth are less likely to graduate from high school or to pursue secondary education due to limited support.

**Contract History and Price Reasonableness**

This agreement was negotiated without competition in accordance with California Department of Social Services (CDSS) manual section 23-650, paragraph 1.14, which states that contracts may be negotiated without formal advertising "for any service to be rendered by any federal, state or local governmental agency, public university, public college or other public educational institution."

**Impact on Residents and Businesses**

These programs provide much needed assistance to children/youth and NMDs who need the Educational Liaison services. Additionally, this agreement expands the program to assist NMD youth who need guidance with advanced academic plans and career goals so that they are prepared for independence.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Funding for this agreement has been budgeted through the normal County budgeting process. There are no County costs required for this amendment. The budget detail is below:

<b>Budget Item</b>	<b>Educational Liaison Description</b>	<b>Existing Budget Amount</b>	<b>New Budget Amount FY 18/19</b>	<b>Budget Amount FY 19/20</b>
Salaries & Benefits (50% DPSS)	Salaries and Benefits for one (1) ART	\$45,679	\$53,692	\$22,239
Salaries & Benefits (100% DPSS)	Salaries and Benefits for three (3) RCSS Educational Liaisons/Counselors	\$324,500	\$356,001	\$208,467
Operating Expenses	Operating expenses such as: Travel/Training,	\$10,225	\$15,938	\$15,890

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

	Supplies, Technology			
Indirect Costs at 5%		\$18,509	\$21,282	\$20,739
<b>Total</b>		<b>\$398,913</b>	<b>\$446,913</b>	<b>\$267,335</b>

**ATTACHMENT:**

Second Amended and Restated Agreement # CS-03356-06, with RCSS for Educational Liaison Services

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**3.14**

(MT 9914)

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from the Department of Public Social Services regarding the approval of the Second Amended and Restated Agreement, CS-03356-06, with Riverside County Superintendent of Schools for Educational Liaison Services, is continued to Tuesday, November 5, 2019 at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on October 22, 2019 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: October 22, 2019  
Kecia R. Harper, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: Kecia R. Harper Deputy

AGENDA NO.

3.14

xc: CØB

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



**ITEM: 3.14  
MT: (ID # 9914)**

**MEETING DATE:**

**FROM : PUBLIC SOCIAL SERVICES:**

**Tuesday, October 22, 2019**

**SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Approve the Second Amended and Restated Agreement, CS-03356-06, with Riverside County Superintendent of Schools for Educational Liaison Services. All Districts; [Total Cost: \$315,335 – Source of Funds: Federal 41%; State 1%; Realignment 58%]  
(Continued to November 5, 2019)**

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

1. Ratify and approve the Second Amended and Restated Agreement, CS-03356-06, with Riverside County Superintendent of Schools for Educational Liaison Services to increase the annual maximum contract amount for FY 18/19 by \$48,000, from \$398,913 to \$446,913, and to extend the period of performance for six (6) months through December 31, 2019 in an amount not to exceed \$267,335 for FY 19/20;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that make modifications to the statement of work that stay within the intent of the agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract.

**ACTION:Policy**

  
Sarah S Mack, Asst. County Executive Officer 11/26/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

<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>	\$ 267,335	\$ 0	\$ 315,335	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b>  Federal 41%; State 1%; Realignment 58%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19 -19/20

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

**BACKGROUND:**

**Summary**

On June 17, 2016 (Item 3.54), the Board of Supervisors approved the contract with Riverside County Superintendent of Schools (RCSS) for Educational Liaison Services for FY 16/17 with four one-year options to renew for an amount not to exceed \$398,913 annually. This Agreement has been amended five (5) times since approval, and services have been extended through June 30, 2018. The Riverside County DPSS/Children Services Division (CSD) is requesting that the Board of Supervisors ratify addition of \$48,000 to the RCSS agreement for FY 18/19, to address increased personnel costs associated with a shift to include both educational liaisons and educational counselors for provision of services, which allows RCSS to provide more flexible services to CSD. In addition, DPSS/CSD is requesting to extend the period of performance for six (6) additional months through December 31, 2019, for an amount not to exceed \$267,335 for FY 19/20. Under this agreement three (3.0 FTE) educational liaisons or counselors, and one half (0.5 FTE) Attendance/Registration Technician (ART) are allocated to assist DPSS CSD with a hybrid service model of support services for DPSS staff and direct services of educational related activities for children/Non-Minor Dependents (NMDs).

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

Currently, there are 93 school age children/youth and NMDs served through the educational liaison program. Having the educational liaisons and counselor in place has had a positive impact on our school age children/youth and at risk NMDs. Some of the benefits of the services provided by the educational liaison and counselor includes school credit recovery due to frequent placement moves, timely school enrollment, maintaining school records, keeping youth on track for graduation, training for school districts on foster children/youth issues, and assisting NMDs to pursue secondary education by helping with completing the Free Application for Federal Student Aid (FASFA) and college applications. This program provides these children/youths with the tools and support needed to be successful in school. Without the support that this program provides, the foster youth are less likely to graduate from high school or to pursue secondary education due to limited support.

**Contract History and Price Reasonableness**

This agreement was negotiated without competition in accordance with California Department of Social Services (CDSS) manual section 23-650, paragraph 1.14, which states that contracts may be negotiated without formal advertising "for any service to be rendered by any federal, state or local governmental agency, public university, public college or other public educational institution."

**Impact on Residents and Businesses**

These programs provide much needed assistance to children/youth and NMDs who need the Educational Liaison services. Additionally, this agreement expands the program to assist NMD youth who need guidance with advanced academic plans and career goals so that they are prepared for independence.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Funding for this agreement has been budgeted through the normal County budgeting process. There are no County costs required for this amendment. The budget detail is below:

<b>Budget Item</b>	<b>Educational Liaison Description</b>	<b>Existing Budget Amount</b>	<b>New Budget Amount FY 18/19</b>	<b>Budget Amount FY 19/20</b>
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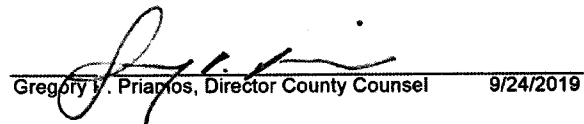
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

	Supplies, Technology			
Indirect Costs at 5%		\$18,509	\$21,282	\$20,739
<b>Total</b>		<b>\$398,913</b>	<b>\$446,913</b>	<b>\$267,335</b>

**ATTACHMENT:**

Second Amended and Restated Agreement # CS-03356-06, with RCSS for Educational Liaison Services

  
Tina Grande, Assistant Purchasing Director 8/5/2019

  
Gregory V. Priamos, Director County Counsel 9/24/2019

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**3.21**

(MT 9914)

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the recommendation from the Department of Public Social Services regarding the approval of the Second Amended and Restated Agreement, CS-03356-06, with Riverside County Superintendent of Schools for Educational Liaison Services, is continued to Tuesday, October 22, 2019 at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Spiegel and Hewitt  
Nays: None  
Absent: Washington and Perez

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on October 8, 2019 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: October 8, 2019  
Kecia R. Harper, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: *Kecia R. Harper* Deputy

AGENDA NO.  
3.21

xc: CQB

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



**ITEM: 3.14**

**(ID # 9914)**

**MEETING DATE:**

**Tuesday, October 22, 2019**

**FROM : PUBLIC SOCIAL SERVICES:**

**SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Approve the Second Amended and Restated Agreement, CS-03356-06, with Riverside County Superintendent of Schools for Educational Liaison Services. All Districts; [Total Cost: \$315,335 – Source of Funds: Federal 41%; State 1%; Realignment 58%]  
(Continued to November 5, 2019)**

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

1. Ratify and approve the Second Amended and Restated Agreement, CS-03356-06, with Riverside County Superintendent of Schools for Educational Liaison Services to increase the annual maximum contract amount for FY 18/19 by \$48,000, from \$398,913 to \$446,913, and to extend the period of performance for six (6) months through December 31, 2019 in an amount not to exceed \$267,335 for FY 19/20;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that make modifications to the statement of work that stay within the intent of the agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract.

**ACTION: Policy**

  
Sarah S Mack, Asst. County Executive Officer 11/26/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

<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>	\$ 267,335	\$ 0	\$ 315,335	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b>  Federal 41%; State 1%; Realignment 58%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 18/19 -19/20	

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

**BACKGROUND:**

**Summary**

On June 17, 2016 (Item 3.54), the Board of Supervisors approved the contract with Riverside County Superintendent of Schools (RCSS) for Educational Liaison Services for FY 16/17 with four one-year options to renew for an amount not to exceed \$398,913 annually. This Agreement has been amended five (5) times since approval, and services have been extended through June 30, 2018. The Riverside County DPSS/Children Services Division (CSD) is requesting that the Board of Supervisors ratify addition of \$48,000 to the RCSS agreement for FY 18/19, to address increased personnel costs associated with a shift to include both educational liaisons and educational counselors for provision of services, which allows RCSS to provide more flexible services to CSD. In addition, DPSS/CSD is requesting to extend the period of performance for six (6) additional months through December 31, 2019, for an amount not to exceed \$267,335 for FY 19/20. Under this agreement three (3.0 FTE) educational liaisons or counselors, and one half (0.5 FTE) Attendance/Registration Technician (ART) are allocated to assist DPSS CSD with a hybrid service model of support services for DPSS staff and direct services of educational related activities for children/Non-Minor Dependents (NMDs).

The support services program offers DPSS staff trainings/presentations for Social Service Practitioners (SSPs) on laws affecting foster youth education four (4) times a year. Additionally, RCSS program staff conducts smaller question-and-answer sessions with DPSS staff to address the specific situations that SSPs face while assisting children/youth to stabilize in their new educational placements.

Through the direct client services, RCSS assists DPSS Children Services with educational-related services for foster youth in grades K-12 and NMDs ages 18-21. The Educational Liaison Program has provided educational support and advocacy services for high-need foster youth in Riverside County since 2008 in an effort to increase educational attainment, and long-term outcomes for foster youth. Issues associated with lower educational outcomes include dropping out of high school, involvement in crime and incarceration, unemployment, homelessness, substance abuse, welfare dependence, and poverty.

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

Currently, there are 93 school age children/youth and NMDs served through the educational liaison program. Having the educational liaisons and counselor in place has had a positive impact on our school age children/youth and at risk NMDs. Some of the benefits of the services provided by the educational liaison and counselor includes school credit recovery due to frequent placement moves, timely school enrollment, maintaining school records, keeping youth on track for graduation, training for school districts on foster children/youth issues, and assisting NMDs to pursue secondary education by helping with completing the Free Application for Federal Student Aid (FASFA) and college applications. This program provides these children/youths with the tools and support needed to be successful in school. Without the support that this program provides, the foster youth are less likely to graduate from high school or to pursue secondary education due to limited support.

**Contract History and Price Reasonableness**

This agreement was negotiated without competition in accordance with California Department of Social Services (CDSS) manual section 23-650, paragraph 1.14, which states that contracts may be negotiated without formal advertising "for any service to be rendered by any federal, state or local governmental agency, public university, public college or other public educational institution."

**Impact on Residents and Businesses**

These programs provide much needed assistance to children/youth and NMDs who need the Educational Liaison services. Additionally, this agreement expands the program to assist NMD youth who need guidance with advanced academic plans and career goals so that they are prepared for independence.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Funding for this agreement has been budgeted through the normal County budgeting process. There are no County costs required for this amendment. The budget detail is below:


<b>Budget Item</b>	<b>Educational Liaison Description</b>	<b>Existing Budget Amount</b>	<b>New Budget Amount FY 18/19</b>	<b>Budget Amount FY 19/20</b>
Salaries & Benefits (50% DPSS)	Salaries and Benefits for one (1) ART	\$45,679	\$53,692	\$22,239
Salaries & Benefits (100% DPSS)	Salaries and Benefits for three (3) RCSS Educational Liaisons/Counselors	\$324,500	\$356,001	\$208,467
Operating Expenses	Operating expenses such as: Travel/Training,	\$10,225	\$15,938	\$15,890

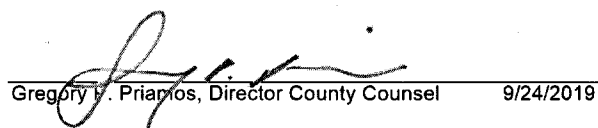
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

	Supplies, Technology			
Indirect Costs at 5%		\$18,509	\$21,282	\$20,739
<b>Total</b>		<b>\$398,913</b>	<b>\$446,913</b>	<b>\$267,335</b>

**ATTACHMENT:**

Second Amended and Restated Agreement # CS-03356-06, with RCSS for Educational Liaison Services

  
Tina Grande, Assistant Purchasing Director 8/5/2019

  
Gregory V. Priamos, Director County Counsel 9/24/2019