

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



**ITEM: 3.19  
(ID # 14521)**

**MEETING DATE:**  
Tuesday, March 09, 2021

**FROM:** PUBLIC SOCIAL SERVICES:

**SUBJECT:** PUBLIC SOCIAL SERVICES: Ratify and Approve the First Amended and Restated Agreement to #DPSS-0001363 with Kamali'i Foster Family Agency, Inc. for Transitional Housing Program – Plus Services; All Districts [Total Cost \$515,200; up to \$103,040 in additional compensation – State 100%]

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

1. Ratify and Approve the First Amended and Restated Agreement to #DPSS-0001363 ("Agreement") with Kamali'i Foster Family Agency, Inc. for Transitional Housing Program – Plus (THP-Plus) Services to increase the total contract aggregate amount by \$515,200 from \$4,791,600 to \$5,306,800 through the current termination date of December 31, 2024; and authorize the Chair of the Board to sign the Agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement; b) shift funds between the fiscal years as long as the amount does not exceed the total aggregate amount of the Agreement; and c) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total aggregate cost of the Agreement.

**ACTION: Policy**

  
Sayori Baldwin, DPSS Director 2/19/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Washington 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: March 9, 2021  
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>	\$ 193,200	\$ 257,600	\$ 515,200	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> State 100%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21 – 23/24

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

**BACKGROUND:**

**Summary**

The California Department of Housing and Community Development (HCD) has allocated an additional \$257,600 for each FY 19/20 and FY 20/21 to Riverside County DPSS for the Transitional Housing Program – Plus (THP-Plus). The THP-Plus Program helps young adults who are 18 to 24 years of age to secure and maintain housing by reducing the waitlist for housing and providing linkage to community services for emancipated young adults. The Department is currently providing THP-Plus services to a caseload of 33 emancipated young adults. The additional funding from HCD will allow DPSS to increase the number of young adults served to 40.9 and change the staff ratio from 12:1 to 13:1 to assist former foster youth in securing housing while they seek employment, education or other self-sufficiency sustaining tasks.

DPSS has two years to spend each allocation. The Board previously approved the first round of THP-Plus funding to DPSS for FY 19/20 at the May 19, 2020 Board meeting (Agenda Item No. 3.27). The Board approved the second round of THP-Plus funding to DPSS for FY 20/21 at the October 27, 2020 Board meeting (Agenda Item No. 3.14).

**Impact on Residents and Businesses**

THP-Plus Services will ensure that housing and other self-sufficiency services are available for former foster youth.

**Additional Fiscal Information**

Funding for the THP-Plus Services is 100% State Funding. No County funds are budgeted for these services. The total annual payments to Kamali'i shall not exceed:

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STATE OF CALIFORNIA**

<b>Fiscal Year Period</b>	<b>Original Budget</b>	<b>Amendment One</b>
December 10, 2019 through June 30, 2020	\$871,200	\$871,200
July 1, 2020 through June 30, 2021	\$871,200	\$1,064,400
July 1, 2021 through June 30, 2022	\$871,200	\$1,128,800
July 1, 2022 through June 30, 2023	\$871,200	\$935,600
July 1, 2023 through June 30, 2024	\$871,200	\$871,200
July 1, 2024 through December 31, 2024	\$435,600	\$435,600
<b>Total:</b>	<b>\$4,791,600</b>	<b>\$5,306,800</b>

**Contract History and Price Reasonableness**

On Wednesday, November 21, 2018, County Purchasing released a Request for Proposal (RFP) # DPARC-563 on the Public Purchase website for the THP-Plus services for FY 19/20 through 23/24. It was recommended to award the THP-Plus services to Kamali'i, Agreement # DPSS-0001363. The Board approved the THP-Plus Agreement (Item # 3.33) on December 10, 2019.

DPSS is requesting to increase the aggregate amount of the contract by \$515,200 from \$4,791,600 to \$5,306,800. This amendment is necessary to add the State's allocation to this Agreement. The amendment will increase the number of youths served and reduce the waitlist. With the Board's approval, Kamali'i will be able to continue providing much needed services for young adults who are on the waitlist and who need THP-Plus services for the remainder of the contract term through FY 23/24.

**Continuum of Care Transitional Period**

In this agreement with Kamali'i they will not accept new clients after 6/30/2024; however, they will continue services with current clients and complete these services during the six (6) month transitional period, before or up to 12/31/2024, whichever comes first.

**ATTACHMENTS:**

First Amended and Restated Agreement # DPSS-0001363 with Kamali'i Foster Family Agency, Inc. for Transitional Housing Program – Plus Services.

  
Tina Grande, Director of Purchasing 2/22/2021

  
Gregory V. Priarios, Director County Counsel 2/24/2021

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

**and**

**Kamali'i Foster Family Agency, Inc.  
Transitional Housing Program-Plus Services  
DPSS-0001363**



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List of Attachments

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Attachment II – PII Privacy and Security Standards

Attachment III – Assurance of Compliance

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

Attachment V – Monthly Reporting Log Example

Attachment VI – Transitional Independent Living Plan & Agreement

Attachment VII – Casey Life-Skills Assessment

This First Amended and Restated Agreement to #DPSS-0001363 ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Kamali'i Foster Family Agency, Inc., a California nonprofit corporation (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY").

WHEREAS, COUNTY and CONTRACTOR previously entered into that certain agreement DPSS-0001363 for Transitional Housing Program-Plus Services, approved December 10, 2019, Agenda Item 3.33 ("Original Agreement"); and

WHEREAS, the parties desire to amend and restate the Original Agreement to allocate additional funding, to increase the number of youths served from 33 to 40.9, and to change the staff ratio from 12:1 to 13:1, pursuant to the terms and conditions provided for herein.

WHEREAS, upon the effectiveness of this Agreement, any prior agreement shall be superseded and replaced in its entirety by this Agreement.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- A. "Agreement" refers to the terms and conditions, schedules, and attachments included herein.
- B. "CLSA" refers to the Casey Life Skills Assessment.
- C. "CONTRACTOR" refers to Kamali'i Foster Family Agency, Inc. including its employees, agents, representatives, Subcontractors, and suppliers.
- D. "CSD" refers to DPSS Children's Services Division.
- E. "CSD-PEU" refers to the Children's Services Division Program Evaluation Unit.
- F. "COUNTY" and/or "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. DPSS and COUNTY are used interchangeably in this Agreement.
- G. "ETO" refers to Efforts to Outcomes performance management database.
- H. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- I. "H.O.P.E." refers to Helping our youth Overcome by reaching their Potential through Empowerment independent living skills assessment.
- J. "Host Family Model" refers to supportive adult(s) who have an existing relationship with a Young Adult. The host family commits to opening their home for thirty-six (36) months and working with the THP-Plus participant and provider to support the participant in meeting his or her goals.
- K. "ILP" refers to the Independent Living Program, a federally funded program designed to assist eligible in out-of-home placement at the age of sixteen (16) with services and activities described in the Transitional Independent Living Plan to live independently.

- L. "John Burton's TAY Assessment" refers to an online tracking system developed by the John Burton Foundation that captures demographic and outcome data of THP-Plus participants.
- M. "MAR" refers to Monthly Activity Report.
- N. "Scattered-Site Model" refers to housing located in several locations throughout the County of Riverside that are owned or leased by THP-Plus provider(s).
- O. "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.
- P. "Subcontractor" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another Subcontractor.
- Q. "TILP" refers to Transitional Independent Living Plan for emancipated Young Adults.
- R. "Transitional Housing Program-Plus" or "THP-Plus" refers to the state-funded housing program available for emancipated Young Adults from the ages of 18-24 years. The goal of the THP-Plus program is to assist former foster youth in securing and maintaining housing while they seek employment, education, or other self-sufficiency sustaining tasks. The program objective is to improve outcomes for former foster youth by providing them with housing and comprehensive services after emancipation in order to break the cycle of homelessness, unemployment, poverty, and incarceration. THP-Plus provides housing and supportive services to former foster youth who aged out of foster care while under the supervision of DPSS or the Riverside County Probation Department.
- S. "Young Adult" refers to emancipated former foster youth between the ages of 18-24 years who are participants of the THP-Plus program.

2. DESCRIPTION OF SERVICES

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

3. PERIOD OF PERFORMANCE

This Agreement shall be effective July 1, 2020 and continues in effect through December 31, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION

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

purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION

A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.

B. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

C. After receipt of the notice of termination, CONTRACTOR shall:

(1) Stop all work under this Agreement on the date specified in the notice of termination; and

(2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. REQUEST FOR WAIVER AND WAIVER OF BREACH

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



8. **TRANSITION PERIOD**  
CONTRACTOR recognizes that the services under this Agreement are vital to COUNTY and must be continued without interruption and that, upon expiration, COUNTY or another contractor may continue the services outlined herein. CONTRACTOR agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition of clients or services to a successor. CONTRACTOR will not accept new clients after June 30, 2024. CONTRACTOR shall continue to provide services to clients accepted prior to June 30, 2024 and complete said services to said clients on or before December 31, 2024.
9. **OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL**  
CONTRACTOR agrees that all materials, reports or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of COUNTY. The material, reports or products may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties. CONTRACTOR agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.
10. **CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST**  
A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or Subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.  
B. CONTRACTOR shall not, under any circumstances which could be perceived as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.
11. **RECORDS, INSPECTIONS, AND AUDITS**  
A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting CONTRACTOR performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.  
B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.  
C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem

necessary and shall have the same right to monitor or inspect the work or services as COUNTY.

- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

## 12. CONFIDENTIALITY

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

## 13. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT

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

## 14. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security

number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and CONTRACTOR may collect PII for such purposes, to the extent such activities are authorized by law.

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

15. HOLD HARMLESS/INDEMNIFICATION

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

16. INSURANCE

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.
- I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

17. **WORKER'S COMPENSATION**  
If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
18. **VEHICLE LIABILITY**  
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.
19. **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.
20. **PROFESSIONAL LIABILITY**  
If, at any time during the duration of this Agreement and any renewal or extension thereof, the CONTRACTOR, its employees, agents or Subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the CONTRACTOR shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.
21. **CYBER LIABILITY**  
CONTRACTOR shall procure and maintain for the duration of this Agreement cyber liability insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of this Agreement cyber liability insurance for all claims arising out of its services including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

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

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

22. INDEPENDENT CONTRACTOR

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

23. USE BY POLITICAL ENTITIES

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

24. LICENSES AND PERMITS

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

25. NO DEBARMENT OR SUSPENSION

CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

26. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon CONTRACTOR to the same extent as they are upon COUNTY.

27. EMPLOYMENT PRACTICES

A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.

B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement; if applicable, 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).

C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with section 297) of the Family Code.

D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

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

28. PERSONNEL

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

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

- B. COUNTY has the sole discretion to approve or not approve any person on the CONTRACTOR's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. COUNTY shall notify CONTRACTOR in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, CONTRACTOR shall immediately remove that person from providing services under this Agreement.
- C. **Background Checks**  
CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.
- D. CONTRACTOR shall have knowledge of Evidence-Based practices for parent training.
- E. CONTRACTOR shall have professional staff who possess a Bachelor's Degree in the Behavioral Science field or have adequate paraprofessional experience which is approved by DPSS.

29. **LOBBYING**

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

30. **ADVERSE GOVERNMENT ACTION**

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in



good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

31. SUBCONTRACTS

A. CONTRACTOR shall not enter into any Subcontract with any Subcontractor who:

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

B. CONTRACTOR shall be fully responsible for the acts or omissions of its Subcontractors and the Subcontractors' employees.

C. CONTRACTOR shall insert clauses in all Subcontracts to bind its Subcontractors to the terms and conditions of this Agreement.

D. Nothing contained in this Agreement shall create a contractual relationship between any Subcontractor or supplier of CONTRACTOR and COUNTY.

32. SUPPLANTATION

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

33. ASSIGNMENT

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

34. **FORCE MAJEURE**  
If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.
35. **GOVERNING LAW**  
This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.
36. **DISPUTES**
- A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
- B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.
37. **ADMINISTRATIVE/CONTRACT LIAISON**  
Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.
38. **CIVIL RIGHTS COMPLIANCE**
- A. **Assurance of Compliance**  
CONTRACTOR shall complete the "Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as Attachment III. CONTRACTOR will sign and date Attachment III and return it to COUNTY along with the executed Agreement. CONTRACTOR shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.
- B. **Client Complaints**  
CONTRACTOR shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel. CONTRACTOR must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

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

Civil Rights Complaints should be referred to:

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

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

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

39. NOTICES

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

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

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

CONTRACTOR:  
 Kamali'i Foster Family Agency, Inc.  
 J. Eric Mortensen  
 31772 Casino Drive, Suite B  
 Lake Elsinore, CA 92530

CONTRACTOR "Remit To" address:  
 Kamali'i Foster Family Agency, Inc.  
 J. Eric Mortensen  
 31772 Casino Drive, Suite B  
 Lake Elsinore, CA 92530


40. **ELECTRONIC SIGNATURES**  
 Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
41. **SIGNED IN COUNTERPARTS**  
 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
42. **MODIFICATION OF TERMS**  
 This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.
43. **ENTIRE AGREEMENT**  
 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for Kamali'i Foster Family Agency, Inc. <i>Eric Mortensen</i>	Authorized Signature for COUNTY <i>Karen S. Spiegel</i>
Printed Name of Person Signing: Eric Mortensen	Printed Name of Person Signing: Karen Spiegel
Title: CEO/Program Director	Title: Chair, Board of Supervisors
Date Signed: <i>2-3-2021</i>	Date Signed: <i>03.09.2021</i>

ATTEST:  
 KECIA R. HARPER, CLERK  
 By *[Signature]*  
 DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: *[Signature]* *2/16/2021*  
 LISA SANCHEZ DATE

Authorized Signature for Kamali'i Foster Family Agency, Inc. 	Authorized Signature for COUNTY
Printed Name of Person Signing: Eric Mortensen	Printed Name of Person Signing: Karen Spiegel
Title: CEO/Program Director	Title: Chair, Board of Supervisors
Date Signed: 2-3-2021	Date Signed:

Schedule A  
Payment Provisions

A.1 MAXIMUM AMOUNTS – ANNUAL AND AGGREGATE TOTALS  
The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
December 10, 2019 through June 30, 2020	\$871,200
July 1, 2020 through June 30, 2021	\$1,064,400
July 1, 2021 through June 30, 2022	\$1,128,800
July 1, 2022 through June 30, 2023	\$935,600
July 1, 2023 through June 30, 2024	\$871,200
July 1, 2024 through December 31, 2024	\$435,600
Total	\$5,306,800

A.2 UNIT OF SERVICE  
For the services under this Agreement, a single unit of service consists of the following:

Unit	Description
A unit is the cost of one emancipated Young Adult served by the CONTRACTOR, per month, for THP-Plus scattered site and host family services.	DPSS will pay \$2,300 a month for the scattered site and host family per emancipated Young Adult. This price is all-inclusive, including all expenses and other costs necessary to complete the work specified. The total amount of units shall not exceed an average of 40.9 emancipated Young Adults per month for FYs 20/21 and 21/22. After additional allocation is no longer available slot count will reduce to 33.9 for FY 22/23, and 31.5 for FYs 23/24 and 24/24.

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. CONTRACTOR will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the following supporting documentation is not provided or other requirements are not met:
  1. Roster showing who is in the THP-Plus
  2. Documentation showing a minimum of \$50 a month is deposited into each Young Adult's savings account.
- b. All payment claims shall be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A, 2076B, if applicable (Attachment IV).

- d. CONTRACTOR invoice estimates for May and June are due no later than June 5. Actual CONTRACTOR invoices for May and June are due no later than July 30.

A.4 FINANCIAL RESOURCES

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

A.5 DISALLOWANCE

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



## B.1 SCOPE OF SERVICES

## A. Project Goals

THP-Plus provides services to youth who have been emancipated from the Foster Care system. The goal of THP-Plus is to increase long term self-sufficiency of transitional age youth through the provision of housing and supportive services. In order to accomplish this goal, the program provides and coordinates affordable housing for all THP-Plus Young Adults and provides case management services that help empower Young Adults, increases access to resources, and provides a transition plan for each Young Adult.

COUNTY desires to establish the Host Family Model (HFM) and the Scattered Site Model (SS). With the Host Family Model, a host family certified by the CONTRACTOR shall provide a safe, stable environment that supports and nurtures an existing relationship between an emancipated foster youth and a caring supportive adult who will assist the youth in becoming self-sufficient. In the Scattered Site Model, emancipated foster youth reside in housing located in several locations throughout the County of Riverside that are owned or leased by the CONTRACTOR.

## B. Target Population

1. CONTRACTOR is expected to serve an average of 40.9 participants per month who meet the following THP-Plus eligibility requirements:
  - a. Young Adults between the ages of 18-24 who have been emancipated from foster care, probation, or the Kinship Guardianship Assistance (KinGap) program.
  - b. Young Adults who agree to complete and pursue goals approved by the COUNTY, utilizing the California Department of Social Services (CDSS) THP-Plus Transitional Independent Living Plan (TILP).

This is anticipated to result in the provision of service to approximately 61 participants annually.

## C. Program Objectives

1. Increase the number of emancipated Young Adults that live independently and have permanent housing (i.e. independent apartment, renting a room, moving in with family, HUD, etc.) after THP-Plus services ends.
2. Provide emancipated Young Adults a variety of support services related to their TILP goals and objectives.
3. Increase the number of emancipated Young Adults that acquire long-term life skills.

## D. CONTRACTOR Responsibilities

CONTRACTOR shall:

1. Assign staff to be the liaison between the CONTRACTOR and DPSS to accept referrals.
2. Provide one (1) full-time THP-Plus Program Administrator. The Program Administrator shall have a master's degree in a behavioral health science and at least one (1) year of administrative or supervisory experience over social work, childcare, or a closely related field.
3. Provide approximately three (3) full-time Life Coaches, contingent on caseload. The Life Coaches shall have at minimum a bachelor's degree with skills to work with the target population. The ratio between Life Coaches and Young Adults shall not exceed 13:1.
4. Provide one (1) full-time Housing Specialist who has experience managing housing and knowledge of federal, state, and local fair housing laws.
5. Have staff available 24-hours a day, seven (7) days a week, to assist Young Adults with any emergency situations. CONTRACTOR does not have to have weekend hours, but staff should be available for emergency situations afterhours, weekends and holidays.
6. Have staff that speak and understand Spanish available 24-hours a day, seven (7) days a week.
7. Provide translator/interpreter services for Young Adults who speak languages other than English and Spanish or are hearing impaired.
8. Provide a training curriculum for employees working in this program which includes a program orientation that covers complex trauma topics to educate employees about characteristics of emancipated Young Adults.
9. Report staffing changes to DPSS liaison within forty-eight (48) hours of staff change.
10. Notify DPSS liaison of office location changes within two (2) business days.
11. Attend Independent Living Program (ILP) Consortium meetings and provide updates on services available and rendered.
12. Participate in Joint Operation Meetings (JOMs) held between the CONTRACTOR and DPSS. JOMs are usually held quarterly.

#### E. Required Services

CONTRACTOR shall:

1. Provide scattered-site housing and THP-Plus support services for up to twenty-four (24) cumulative months to (40.9) Young Adults each month.
2. Provide host family housing and THP-Plus support services for up to twenty-four (24) cumulative months to no more than ten (10) Young Adults each month. A host family slot could be used to fill the need for a scattered-site placement if the host family slot cannot be filled.
3. Serve an average of (40.9) emancipated Young Adults enrolled per month for a maximum length of two (2) years.

4. Respond to all DPSS intake referrals within ten (10) business days by scheduling a face-to-face interview to complete the application process.
5. Make enrollment decisions based on a thorough review of the referral packet and in-person interview. Some of the factors that affect enrollment decisions includes but is not limited to, age of Young Adult, placement history, work history, health and history of drug/alcohol abuse.
6. After the interview and all necessary information is received, notify Young Adults within two (2) business days of an enrollment decision.
7. Notify a Young Adult that is denied enrollment by a formal letter, give a detailed description on why the applicant was denied, and input the information into ETO. Any denials of Young Adults will require DPSS approval via email. CONTRACTOR shall keep a tracking log of denials and provide this report at the end of the month to the DPSS liaison via email.
8. Provide the Young Adult, upon admission into the THP-Plus, with a Participant Admission Agreement that serves as a contract between the Young Adult and the THP-Plus that outlines both program policy and program expectations. The Young Adult will sign this agreement and receive a copy upon their acceptance into the program.
9. Within their first thirty (30) days of program acceptance, develop a TILP with each Young Adult to identify their goals. Copies of the plans shall be provided to the Young Adult, DPSS liaison, and DPSS-CSD-PEU (progeval@rivco.org). During case management meetings, Life Coaches shall help Young Adults define steps to achieve their larger goals.
10. Consult with key stakeholders such as DPSS, ILP Provider, schools, employers, and life-long connections regarding emancipated Young Adult's strengths and needs as they relate to the TILP.
11. Require the Life Coach to regularly assess the Young Adult's progress on their goals during case management meetings and update the TILP every six (6) months thereafter and upon completion of the program. Copies of the final TILP must be provided via email to DPSS-CSD-PEU (progeval@rivco.org).
12. As part of the intake process, have all Young Adults participating in the program complete the CLSA along with the TILP after program acceptance. The Young Adult shall also take the CLSA upon completion of the program.
13. Upon authorization by DPSS liaison via email, extend services to Young Adults up to thirty-six (36) cumulative months. Young Adults must meet the eligibility and participation requirements of the THP-Plus and education and employment participation conditions under SB 1252. No more than five (5) slots per month can be utilized for services to Young Adults over twenty-four (24) months.
14. Submit criteria information (i.e. exit date, time in program, TILP, and any and all conditions that satisfy participation requirements) regarding requests for service extension to DPSS liaison for review with a minimum of thirty (30) working days prior to Young Adult's scheduled exit from program and prior to CONTRACTOR making their determination for extension approval.

## F. Emancipated Young Adult Services – Housing Support

CONTRACTOR shall:

1. Provide scattered-site housing coordination services to emancipated Young Adults. Scattered-site housing coordination includes:
  - a. Finding/locating housing options for Young Adults.
  - b. Entering into a master lease with private property owners / property managers with sub-leases from CONTRACTOR to the Young Adults. CONTRACTOR will pay the full amount of rent to the property manager and the Young Adults will pay rent directly to the CONTRACTOR. CONTRACTOR will gradually increase the Young Adults rent over the twenty-four (24) month program duration to build the participants ability to pay rent upon completion of the program.
  - c. For non-profit property managers, the lease will be a direct lease with the Young Adults based on their eligibility as low income and the CONTRACTOR listed as a third-party. The CONTRACTOR will pay the full amount of rent to the non-profit property manager and the Young Adults will pay rent directly to the CONTRACTOR. CONTRACTOR will gradually increase the Young Adult's share of rent over the twenty-four (24) month program duration to build the participants ability to pay rent upon completion of the program.
2. Provide host family housing coordination services to emancipated Young Adults. Host family housing coordination includes:
  - a. Screening and approval of the host family selected by the Young Adults. Host families will be screened through a screening assessment tool to determine their level of commitment to the program. CONTRACTOR must provide DPSS with a copy of the screening assessment tool for approval.
  - b. Interviewing the host family and completing a home inspection visit to assess the physical safety of the home and to assure that the Young Adult will have some privacy.
  - c. Providing an orientation for Young Adults and the host family to explain the State of California requirements found at: <http://thpplus.org/about-thp-plus/acls-statutes-regulations/> for the THP-Plus host family program. Items covered in the orientation include but is not limited to: The Roles and Responsibilities of the Host Family/Program Participant, The Host Family Contract, and The Participant Contract.
  - d. Managing a host family contract that is signed by the host family and Young Adults that outlines the expectations of the host family program.
  - e. Inform DPSS via ETO and the DPSS liaison via email within seventy-two (72) hours that the host family has been identified and approved by the CONTRACTOR enabling a Young Adult to move in. CONTRACTOR will also provide host family's address and contact information via ETO.

- f. Provide trainings and support to the host family and Young Adults to provide more detail of the THP-Plus and to ensure host families have a clear understanding of how the participant's experiences may impact their relationship. Additionally, provide counseling and support to Young Adults to deal with feelings that may arise if a host family declines.
- g. If a Young Adult does not have a host family selected, the Life Coach will partner with the DPSS liaison and the Young Adult to identify an adult that the participant has a relationship with. Previous foster caregiver, teacher, extended family member, a mentor or a Court Appointed Special Advocate (CASA) may serve as a potential host family for the Young Adult. If a host family is still not identified through these efforts, CONTRACTOR will work with its pool of Resource Families that may be utilized and have experience working with the emancipated Young Adults to provide Host Families.
- h. Complete Department of Justice (DOJ) background checks for all adults and youth on probation with juvenile records residing with the host family, and review any issues identified by the clearance process prior to moving emancipated Young Adults in with the host family.

#### G. Emancipated Young Adult Services – Financial Support

- 1. For the Host Family Model, the CONTRACTOR shall provide the Young Adults with a monthly stipend in the amount of \$407.25 for basic living expenses. The monthly stipend is broken down into categories consisting of \$200 a month for groceries, \$50 a month for transportation, \$100 a month for clothing and personal necessities, and \$57.25 a month for a contingency fund that accrues monthly.
- 2. For the Scattered-Site Model, the CONTRACTOR shall provide the Young Adults with a monthly stipend in the amount of \$477.25 for basic living expenses. The monthly stipend is broken down into categories consisting of \$70 a month for utilities, \$200 a month for groceries, \$50 a month for transportation, \$100 a month for clothing and personal necessities, and \$57.25 a month for a contingency fund that accrues monthly.
- 3. CONTRACTOR shall have Young Adults sign documentation indicating that the monthly stipend was received, and documentation shall be maintained in their confidential file.
- 4. CONTRACTOR shall open an interest-bearing FDIC escrow account for the emancipation fund. Once the escrow account is created, the CONTRACTOR shall provide the account number via email to the DPSS liaison.

5. The CONTRACTOR shall obtain receipts for all expenditures, track the running balance and keep it available for the Young Adult to use for reimbursement of damages, unexpected health, safety and well-being needs. The CONTRACTOR will have the discretion to reduce payments in order to facilitate the Young Adult's access to CalWorks/ChildCare assistance. All unallocated funds and/or unspent funds in any category of the stipend will be accrued and deposited into the interest-bearing FDIC emancipation fund that will be held in escrow. Funds shall be provided to the Young Adult within thirty (30) days upon exit from the program. These funds cannot be used to reimburse CONTRACTOR for CONTRACTOR expenses.
6. For the Scattered-Site Model, the CONTRACTOR shall pay a portion of each Young Adult's rent to each property manager in a shared two (2) bedroom apartment.
7. For the Host Family Model, CONTRACTOR shall pay \$400 a month directly to the host family to cover Young Adult costs such as utilities, rent and food.
8. For both the Scattered-Site and Host Family Model, CONTRACTOR shall teach Young Adults the importance of paying rent and utilities on time through a realistic, specific, time-limited program which prepares Young Adults for life after the completion of the program.
9. Payment of utilities, and rent will gradually be transferred to the Young Adults over the duration of the program. CONTRACTOR shall review the transfer of payment structure to the Young Adult during orientation and during case management meetings throughout the program.
10. CONTRACTOR shall assist Young Adults with payment of utilities, though requiring participants pay their utilities if participants have the ability to pay their own bills. CONTRACTOR shall provide case management which includes reviewing utility bills and explaining utility management. CONTRACTOR will maintain an emergency utility fund and set guidelines for participants to apply to receive assistance, if needed. If Young Adults cannot have utilities in their name, CONTRACTOR will replicate the bill paying experience by issuing utility bills and requiring payment.
11. CONTRACTOR shall provide a rental subsidy or rent may be waived while the Young Adult is securing a job and getting oriented into the THP-Plus. After Young Adults are employed and they have the capacity to pay rent they shall follow a rent schedule to help participants with learning how to pay rent.
12. CONTRACTOR shall provide rent schedules to Young Adults during orientation at the beginning of the program and will discuss increased rent during case management meetings to help Young Adults adjust to rent increases and their need to secure additional income by working extra hours, securing a higher paying wage job, accessing financial aid, or pursuing short-term training to move out of low-wage employment.

13. The CONTRACTOR shall collect the rent paid by the Young Adult and put it in a savings program to refund Young Adults at the completion of the program. The funds collected will be deposited into an interest-bearing FDIC emancipation fund that will be held in escrow. Funds shall be provided to the Young Adult within thirty (30) days upon exit from the program. Funds belong to the Young Adult and will not be used to pay for any debt, damages, or penalties unless previously agreed upon in writing between the Young Adult and CONTRACTOR and then to be collected first from accruing contingency fund and second from savings account. Use of these funds is contingent upon damages being beyond customary wear and tear and unpaid utility bills. Customary wear and tear is defined as standard carpet cleaning and painting of walls.
14. Deposits \$50 per month per emancipated Young Adult into an interest-bearing savings account in the name of the Young Adult at any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. Funds shall be provided to the Young Adult within thirty (30) days upon exit from the program. Funds belong to the Young Adult and will not be used to pay for any debt, damages, or penalties unless previously agreed upon in writing between the Young Adult and CONTRACTOR and then to be collected first from accruing contingency fund and second from savings account. Use of these funds is contingent upon damages being beyond customary wear and tear and unpaid utility bills. Customary wear and tear is defined as carpet cleaning and painting of walls.

#### H. THP-Plus Support Services

CONTRACTOR shall:

1. Provide living skills support to all emancipated Young Adults which includes but is not limited to monthly workshops.
2. Provide safety procedures for emancipated Young Adults to ensure a safe living environment. Life Coaches shall conduct an individualized risk screening and individualized safety plan upon placement of the Young Adults in the program.
3. Case management – CONTRACTOR's Life Coach shall work with each Young Adult in the home at least once per week and provide the following:
  - a. 24-hour crisis intervention and support - Young Adults will have access to 24-hour on-call services seven (7) days a week.
  - b. Referrals/direct linkage to Mental Health Services, Medical Services, and Therapy/Therapeutic Services.
  - c. Substance abuse prevention.
  - d. Preventative health and safety activities (including smoking avoidance, nutrition education, and pregnancy prevention).

- e. Group and individual training activities including, information on housing, and household budget management information for utilities, telephone and rent.
- f. Computer and internet skills.
- g. Services to build supportive relationships with family and community.
- h. Alumni Services.

I. Alumni Services and Support

CONTRACTOR shall:

1. Provide transition support services to all emancipated Young Adults which includes aftercare services a minimum of six (6) months to emancipated Young Adults after they exit the THP-Plus.
2. Assist Young Adults at the completion of the THP-Plus in finding or maintaining affordable housing in safe neighborhoods, shared living/roommate options that costs no more than 30% of the Young Adult's gross income. CONTRACTOR shall document Young Adults who refuse the shared living/roommate option or refuse to move to a location in which rent is less than 30% of their income.
3. Incorporate the TILP transition goals to allow participants to make a successful transition.
4. At the conclusion of the program, turn over the lease of the apartment to Young Adults so they can continue to live in the rental apartment if appropriate.
5. After Young Adults graduate from the program, encouraged Young Adults to participate in ongoing data collection through John Burton's TAY Assessment. The John Burton Foundation conducts follow-up interviews, questionnaires, and evaluations with former participants, and incentives are given to ensure participation. Alumni are encouraged to share their experience with current participants.

J. Employment and/or Financial Support

CONTRACTOR shall:

1. Provide assistance for emancipated Young Adults to establish financial support such as, Supplemental Security Income (SSI); CalWorks; Child Support; Women, Infants and Children (WIC); or CalFresh benefits, when necessary.
2. Have Life Coaches inform Young Adults on how to access public benefit programs and how they can utilize the services to assist them in their transition from foster care.



3. Have Life Coaches teach Young Adults how to manage their public benefits on their own over time in the THP-Plus and work with local social service agencies to schedule trainings on public service benefits for staff members and Young Adults.
4. Provide emancipated Young Adults with job readiness training and support by providing workshops on resumes, applications and interviewing.
5. Provide H.O.P.E. Independent Living Skills program for the job readiness program. The Individual ILP classes will provide basic job-seeking skills, resume writing, application completion and mock interviews.
6. Work with local community-based employment programs such as, Planet Youth – Youth Opportunity Center, that specializes in providing training, support and retention services for the Young Adults.

#### K. Educational Advocacy and Support

CONTRACTOR shall:

1. Coordinate with Riverside County Office of Education Foster Youth Services (FYS) program to help Young Adults obtain a high school diploma, certificate of General Education Development (GED) or High School Proficiency prior to graduation from the Program.
2. Assess participants' educational status, address participants' concerns and work with the Young Adults to identify goals and next steps towards high school completion.
3. Work closely with local adult schools, community colleges or adult education programs to provide GED curriculum, test preparation and to monitor the Young Adults progress in the program.
4. Spend at least one (1) hour individually, no less than twice a month, with each Young Adult to provide guidance and support addressing ongoing needs, group counseling when appropriate, educational advocacy, linkage to GED preparation classes and tutoring to help Young Adults achieve their goals.
5. Spend two (2) to four (4) hours per week with each Young Adult to assist in following through with his/her plans, goals, and ambitions. In addition, provide encouragement, motivation, support and additional linkage to academic and vocational supportive services.
6. Assist Young Adults in pursuing college or other post-high school training to better prepare for the future.
7. Assist Young Adults in completing application paperwork before the application deadlines in order to maximize opportunities for enrollment and financial support.
8. Provide college tours and educational seminars for Young Adults with the local Foster Youth Liaisons and Guardian Scholars Programs.

9. Help Young Adults understand the enrollment process and financial aid deadlines, as well housing and meal selections to ensure they have the support to succeed in higher education.

#### L. Data Collection

1. CONTRACTOR is responsible for properly administering and assisting the Young Adult to complete the Transitional Independent Living Plan & Agreement and the Casey Life-Skills Assessment, examples of which are attached hereto as Attachments VI and VII and incorporated herein by this reference, prior to participation in the program (Pre) and subsequent to participation in the program (Post), using instructions from DPSS-CSD Program Evaluation Unit (PEU). CONTRACTOR is responsible for using the most recent versions of the tools provided by PEU. CONTRACTOR shall submit scanned copies of all original assessments to PEU. These materials must be provided to PEU ([progeval@rivco.org](mailto:progeval@rivco.org)) by the 3<sup>rd</sup> business day after they are completed. Any revisions to or replacement of the evaluation tools and submission procedures shall not require an amendment to the Agreement.
2. All program and assessment materials, such as completed evaluation tools and data, are the sole property of DPSS. Materials that are damaged or lost must be replaced by the CONTRACTOR.
3. Additional evaluation tools proposed by the CONTRACTOR must be approved by PEU prior to use. The CONTRACTOR must provide documentation of justification, and literature citations and/or references (California Evidence-Based Clearinghouse for Child Welfare, Prevention Services Clearinghouse, etc.) that demonstrate the proposed additional evaluation tools are evidence-based or evidence-informed. The CONTRACTOR must provide PEU physical copies of all proposed program evaluation tools (Examples: survey or scale, survey instructions, data collection procedures, scoring instructions, scoring CD-ROM, etc.) within twenty (20) days following the approval of this Agreement.

#### M. Leading Indicators

CONTRACTOR will be responsible for the following leading indicators for Young Adults upon completion of the THP-Plus, based on information required to be submitted by CONTRACTOR using tools provided by PEU and as evaluated by PEU:

1. 70% of Young Adults shall have completed at least two (2) goals as assessed by a tool such as the TILP administered prior to participation in the program (Pre) and subsequent to participation in the program (Post).
2. On average, Young Adults shall increase their knowledge of life skills in daily living, self-care, relationships and communication, housing and money management, work and study, and career and education planning by 15%, as assessed by a tool such as the CLSA administered prior to participation in the program (Pre) and subsequent to participation in the program (Post).
3. On average, Young Adults shall increase their perceived confidence as assessed by a tool such as the CLSA administered prior to participation in the program (Pre) and subsequent to participation in the program (Post).

4. On average, Young Adults shall have a 15% increase in perceived permanency as assessed by a tool such as the CLSA administered prior to participation in the program (Pre) and subsequent to participation in the program (Post).

The results generated by the evaluation tool(s) during the first year of implementation may be used to establish a baseline for future use in determining appropriate percentage(s) of change for targeted leading indicator(s). In subsequent years, changes to target leading indicator(s) percentage(s) of change may be modified based on the collected data.

N. Evidence Based, Evidence Informed, promising, supported, or well supported programs and Tools

PEU assesses whether programs are evidence-based, evidence-informed, promising, supported, or well-supported. PEU also measures whether programs accomplish the targets for leading and lagging indicators as established by research literature. Thereby, all programs and tools approved by PEU should be used in the implementation of the contract, and modification to or elimination of the evidence-based, evidence-informed, promising, supported, or well-supported programs and tools need to be discussed with and agreed upon by PEU.

O. Documentation of Services

CONTRACTOR must provide for approval by PEU the following materials to document the evidence base for any programs, training materials, curriculums, and proposed evaluation tools.

1. Physical copies of all materials, training materials, and curriculums.
2. Documentation of justification, and literature citations and/or references (California Evidence-Based Clearinghouse for Child Welfare, Prevention Services Clearinghouse, etc.) that demonstrate the programs are evidence-based, evidence-informed, promising, supported, or well-supported.
3. Physical copies of proposed additional evaluation tools.
4. Documentation of justification, and literature citations and/or references that demonstrate the additional evaluation tools are evidence-based or evidence-informed.

P. Geographic Areas

CONTRACTOR shall provide THP-Plus services in all areas of Riverside County. The following is a breakdown of all the covered areas of Riverside County.

City	Zip
Valley	92373
Redlands*	92501
Homeland	92548
Moreno Valley	92551
Moreno Valley	92552
Moreno Valley	92553
Moreno Valley	92554
Moreno Valley	92555
Moreno Valley	92556
Nuevo	92567
Perris	92570
Perris	92571
Perris	92572
Romoland	92585
Perris	92599
W-Corridor	91752
Mira Loma	92503
Riverside	92505
Riverside	92860
Norco	92877
Corona	92878
Corona	92879
Corona	92880
Corona	92881
Corona	92882
Corona	92883

City	Zip
Metro	92324
Colton*	92501
Riverside	92502
Riverside	92504
Riverside	92506
Riverside	92507
Riverside	92508
Riverside	92509
Riverside	92513
Riverside	92514
Riverside	92515
Riverside	92516
Riverside	92517
Riverside/March Air Force Base	92518
Riverside	92519
Riverside (UCR)	92521
Riverside	92522
Moreno Valley	92557
SouthWest	92028
Fallbrook*	92530
Lake Elsinore	92531
Lake Elsinore	92532
Aguanga	92536
Anza	92539
Murmeta	92562
Murmeta	92563
Murmeta	92564
Murmeta	92564
Menifee	92584
Sun City	92586
Sun City	92587
Temecula	92589
Temecula	92590
Temecula	92591
Temecula	92592
Temecula	92593
Wildomar	92595
Winchester	92596

City	Zip
Desert	92225
Blythe	92226
Blythe	92201
Indio	92202
Indio	92203
Indian Wells	92210
Palm Desert	92211
Coachella	92236
Desert Center	92239
Indio Hills	92241
La Quinta	92247
La Quinta	92248
La Quinta	92253
Mecca	92254
Palm Desert	92255
Palm Desert	92260
Palm Desert	92261
Rancho Mirage	92270
Thermal	92274
Thousand Palms	92276
Diamond Valley	92543
Hemet	92544
Hemet	92545
Hemet	92546
Hemet	92549
Idyllwild	92581
San Jacinto	92582
San Jacinto	92583
Mid-County	92220
Banning	92223
Beaumont	92230
Cabazon	92234
Cathedral City	92235
Cathedral City	92240
Desert Hot Springs	92241
Desert Hot Springs/Sky Valley	92241
North Palm Springs	92258
Palm Springs	92262
Palm Springs	92263
Palm Springs	92264
White Water	92282
Palm Springs	92292
Callimesa	92320
Yucaipa*	92399
Mountain Center	92561

**B.2 REPORTING**

1. CONTRACTOR shall satisfy the following THP-Plus record keeping and reporting requirements:
  - a. CONTRACTOR shall maintain a case file for each emancipated Young Adult referred and served.
  - b. CONTRACTOR shall use data collecting software and the Efforts-to-Outcome (ETO) database, and enter all by the 5th of the month following services, including the MAR report:
    - i. Intake information on all referred emancipated Young Adult including admission and rejection information
    - ii. New and updated information such as contact information for Young Adults
    - iii. Services provided
    - iv. Assessments
    - v. Contacts made with emancipated Young Adults
    - vi. Time and date of entry and exit of each emancipated Young Adult
    - vii. Employment of emancipated Young Adults
    - viii. Education-completion of high school diploma or GED, or continuing education, vocational, college, etc.
    - ix. Transitional Independent Living Plan (TILP)
    - x. All THP-Plus related forms, including in-care, referrals, after-care
    - xi. Other relevant case notes
  - c. CONTRACTOR shall provide calendar, workshop/event agendas, and items of what will be covered in life skills classes and events by the 28th day of the preceding month to the DPSS liaison via email [PDRreports@rivco.org](mailto:PDRreports@rivco.org)
  - d. CONTRACTOR shall submit quarterly update reports on Young Adult's individual progress toward (TILP) goals to [PDRreports@rivco.org](mailto:PDRreports@rivco.org).
  - e. CONTRACTOR shall report each emancipated Young Adult's unscheduled exit from THP-Plus to DPSS liaison within forty-eight (48) hours of discovery by email and record in ETO.
  - f. CONTRACTOR shall provide data into John Burton's TAY Assessment for emancipated Young Adults continuing for twelve (12) months following their exit from the THP-Plus program and send a confirmation email to DPSS liaison.
  - g. CONTRACTOR shall provide a formal written report which shall include but is not limited to application status (number of applications reviewed and accepted), outcomes, and all services as outlined in the Agreement, number of scattered/host sites (vacancy and filled slots), activities, and events during the quarterly reporting period at the quarterly JOM.

2. CONTRACTOR shall provide updated monthly referral tracking log, i.e. Young Adult's name, initial referral date, initial contact date, interview date, decision date, approval/denial date to DPSS liaison via email: PDRreports@rivco.org
3. CONTRACTOR shall provide CSD with Monthly Summary Reports by the 20th of the month following services in format requested by DPSS and submitted to CSD-PDR at PDRreports@Rivco.org. An example of the report is attached as Attachment V and incorporated herein by this reference. The report shall include, but is not limited to:
  - a. CWS/CMS client ID
  - b. Client Name
  - c. Client Birthdate
  - d. Client sex at birth
  - e. Client Ethnicity
  - f. Client Race
  - g. Any Disability
  - h. Date of Program Intake/Registration
  - i. Date of Completion for Program Evaluation Pre-Test
  - j. Date of Completion for Program Evaluation Post-Test
  - k. Date of Discharge or Termination
  - l. Reason for Program Discharge or Termination

HIPAA Business Associate Agreement  
Addendum to Contract  
Between the County of Riverside and Kamali'i Foster Family Agency, Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of DPSS-0001363 (the "Underlying Agreement") between the County of Riverside ("County") and Kamali'i Foster Family Agency, Inc. ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

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

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

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

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

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

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

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

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

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



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

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

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

## **3. Prohibited Uses and Disclosures.**

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

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

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

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

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

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

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

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:

- (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
- (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
- (3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

**7. Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

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

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

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

**9. Hold Harmless/Indemnification.**

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



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

11. **Termination.**

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

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

B. **Effect of Termination.**

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

12. **General Provisions.**

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

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

County HIPAA Privacy Officer: HIPAA Privacy Manager

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

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

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

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

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

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

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

County of Riverside BAA 09/2013

ATTACHMENT II  
PII Privacy and Security Standards

## I. PHYSICAL SECURITY

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

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

## II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

- B. **Server Security.** Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
  - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
  - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
  - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
  - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.**
  - 1. All users must be issued a unique user name for accessing PII.
  - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
  - 3. Passwords are not to be shared.
  - 4. Passwords must be at least eight (8) characters.
  - 5. Passwords must be a non-dictionary word.
  - 6. Passwords must not be stored in readable format on the computer or server.
  - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
  - 8. Passwords must be changed if revealed or compromised.
  - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
    - a. Upper case letters (A-Z)
    - b. Lower case letters (a-z)
    - c. Arabic numerals (0-9)
    - d. Special characters (!,@,#, etc.)

- H. **Data Destruction.** When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. **System Timeout.** The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- J. **Warning Banners.** The systems providing access to PII must display a warning banner stating, at a minimum:
  - 1. Data is confidential;
  - 2. Systems are logged;
  - 3. System use is for business purposes only, by authorized users; and
  - 4. Users shall log off the system immediately if they do not agree with these requirements.
- K. **System Logging.**
  - 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
  - 2. The audit trail shall:
    - a. Be date and time stamped;
    - b. Log both successful and failed accesses;
    - c. Be read-access only; and
    - d. Be restricted to authorized users.
  - 3. If PII is stored in a database, database logging functionality shall be enabled.
  - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. **Access Controls.** The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission Encryption.**
  - 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
  - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
  - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. **Intrusion Prevention.** All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

### III. AUDIT CONTROLS

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

- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

#### IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

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

#### V. PAPER DOCUMENT CONTROLS

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

- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the COUNTY.
- G. Faxing.
  - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
  - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
  - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. Mailing.
  - 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
  - 2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the CONTRACTOR obtains prior written permission from the COUNTY to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS  
During the term of this Agreement, the CONTRACTOR agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

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

Breaches should be referred to:

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

ATTACHMENT III  
Assurance of Compliance

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

Kamali'i Foster Family Agency, Inc.  
NAME OF ORGANIZATION

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

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

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

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

2-3-2021

Date

31772 Casino Drive, Suite B  
Lake ELSINORE, CA 92530

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

  
Director's Signature

CR50-Vendor Assurance of Compliance



ATTACHMENT III  
Assurance of Compliance

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

Kamali'i Foster Family Agency, Inc.  
NAME OF ORGANIZATION

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

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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.

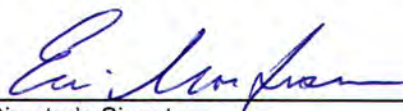
THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

2-3-2021

Date

31772 Casino Drive, Suite B  
Lake Elsinore, CA 92530

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



Director's Signature

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

**CONTRACTOR PAYMENT REQUEST**

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

From: Kamali'i Foster Family Agency, Inc.  
Remit to Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
CONTRACTOR Name  
\_\_\_\_\_  
Contract Number  
\_\_\_\_\_  
PO Number  
\_\_\_\_\_  
Invoice Number  
\_\_\_\_\_

Total amount requested \_\_\_\_\_ for the period of \_\_\_\_\_ 20 \_\_\_\_\_

Select Payment Type(s) Below:

Advance Payment \$ \_\_\_\_\_ (if allowed by Contract/MOU)       Actual Payment \$ \_\_\_\_\_ (Same amount as 2076B if needed)

Unit of Service Payment \$ \_\_\_\_\_  
\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_  
\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_  
\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_  
\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_  
\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_  
\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_

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

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

If amount authorized is different from the amount requested, please explain:

\_\_\_\_\_  
Amount Authorized  
(Only required if payment differs from amount requested)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## 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.

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



### Transitional Independent Living Plan & Agreement

Youth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Ethnicity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 TILP 6-month timeline: \_\_\_\_\_ to \_\_\_\_\_. Date Independent Living Needs Assessment completed: \_\_\_\_\_

**Instructions To Youth:** The purpose of this agreement is to capture the goals you are agreeing to achieve over the next 6 months. It is a good organizing tool to help you stay focused and keep track of your progress toward accomplishing each goal. You Social Worker/Probation Officer and caregiver will also have copies of this agreement and will help you achieve your goals.

**Instructions to Caregiver:** You are agreeing to assist the youth in the development of their ILP goals and to support the youth in completing the activities.

**Instructions to Social Worker/Probation Officer:** You are agreeing to assist the youth and the caregiver in completing this form, and develop Planned Services that will assist the youth in meeting his/her goals. Document the Planned Services and Delivered Services in CWS/CMS. Probation officers: use manual documentation procedures.

Service goals and activities to be addressed in the plan:  
Goals are individualized based on your assessment and may include examples such as:

- develop a life-long connection to a supportive adult
- graduate from high school
- obtain a part-time job
- invest savings from part-time job
- develop community connections
- obtain a scholarship to attend college
- develop competency in the life skill of \_\_\_\_\_

Activities are individualized to help meet a specific goal. Example – if high school graduation is a goal, the youth directed activity might be to attend classes regularly with no tardies for the next 6 months.  
For youth participating in ILP services, activities are reportable as ILP Delivered Services in CMS. The social worker shall select from one or more of the following ILP Service Types that an individualized completed activity fits in:

Received ILP Needs Assessment ILP Mentoring ILP Education ILP Post Secondary ILP Education Financial Assistance ILP Career/Job Guidance ILP Employment/Vocational Training ILP Money Management ILP Consumer Skills ILP Health Care	ILP Room and Board Financial Assistance ILP Transitional Housing, THP, THP Plus ILP Home Management ILP Time Management ILP Parenting Skills ILP Interpersonal/Social Skills ILP Financial Assistance Other ILP Transportation ILP Other (Stipends/Incentives)
--	--

I understand that if I am employed as part of this plan, my earned income will be disregarded, as the purpose of my employment is to gain knowledge of needed work skills, habits and responsibilities to maintain employment. (WIC 11008.15)

I understand that I can retain cash savings up to \$10,000 under this plan in an insured savings account and any withdrawal requires written approval of my social worker/probation officer and must be used for purposes directly related to my transitional goals. (WIC 11155.5)

I understand that I will receive assistance to obtain my personal documents and information about financial aid for postsecondary education/training. (WIC 16001.9)

Youth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Ethnicity: \_\_\_\_\_

Case Worker Name: \_\_\_\_\_ Case Worker phone: \_\_\_\_\_

TILP 6-month timeline: \_\_\_\_\_ to \_\_\_\_\_ Date Independent Living Needs Assessment completed: \_\_\_\_\_

- If I have not participated in the ILP program before, I agree to participate now.
- Based on the assessment of my level of functioning, the following transitional goals and activities meet my current needs.

Goal	Activity	Responsible Parties	Planned Completion date	Progress Date
Goal #1:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal #2:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal # 3:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal #4:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.

This Agreement will be updated on: \_\_\_\_\_ Update # \_\_\_\_\_

**Signing this agreement means we will all work to complete the steps necessary to help the youth reach his/her goals.**

\_\_\_\_\_  
*Youth's signature* *Date*

\_\_\_\_\_  
*Caregiver's signature* *Date*

\_\_\_\_\_  
*Social Worker/Probation Officer signature* *Date*

## Casey Life Skills Assessment

Name \_\_\_\_\_ Date \_\_\_\_\_

## Daily Living

Are the following statements like me

No

Mostly No

Somewhat

Mostly Yes

Yes

I know where to go to get on the Internet.

I can find what I need on the Internet.

I know how to use my email account.

I can create, save, print and send computer documents.

I know the risks of meeting someone in person that I met online.

I would not post pictures or messages if I thought it would hurt someone's feelings.

If someone sent me messages online that made me feel bad or scared, I would know what to do or who to tell.

I know at least one adult, other than my worker, who would take my call in the middle of the night if I had an emergency.

An adult I trust, other than my worker, checks in with me regularly.

When I shop for food, I take a list and I compare prices.

I can make meals with or without using a recipe.

I think about what I eat and how it impacts my health.

I understand how to read food product labels to see how much fat, sugar, salt, and calories the food has.

I know how to do my own laundry.



I keep my living space clean.

I know the products to use when cleaning the bathroom and kitchen.

I know how to use a fire extinguisher.

### Self Care

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
I can take care of my own minor injuries and illnesses.					
I can get medical and dental care when I need it.					
I know how to make my own medical and dental appointments.					
I know when I should go to the emergency room instead of the doctor's office.					
I know my family medical history.					
I know how to get health insurance when I am older than 18.					
I have at least one trusted adult who would visit me if I were in the hospital.					
There is at least one adult I trust who would be legally allowed to make medical decisions for me and advocate for me if I was unable to speak for myself.					
I know how to get the benefits I am eligible for, such as Social Security, Medicaid, Temporary Assistance for Needy Families (TANF), and Education and Training Vouchers (ETV).					
I bathe (wash up) daily.					
I brush my teeth daily.					
I know how to get myself away from harmful situations.					
I have a place to go when I feel unsafe.					

I can turn down a sexual advance.

I know ways to protect myself from sexually transmitted diseases (STDs).

I know how to prevent getting pregnant or getting someone else pregnant.

I know where to go to get information on sex or pregnancy.

### Relationships and Communication

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
--------------------------------------	----	-----------	----------	------------	-----

I can speak up for myself.

I know how to act in social or professional situations.

I know how to show respect to people with different beliefs, opinions, and cultures.

I can describe my racial and ethnic identity.

I can explain the difference between sexual orientation and gender identity.

I have friends I like to be with who help me feel valued and worthwhile.

I am a part of a family and we care about each other.

I can get in touch with at least one family member when I want to.

I have friends or family to spend time with on holidays and special occasions.

I know at least one adult I can depend on when I exit care.

I know an adult who could be a grandparent, aunt or uncle to my children now or my future children.

My relationships are free from hitting, slapping, shoving, being made fun of, or name calling.

I know the signs of an abusive relationship.

I know what my legal permanency goal is.

I have information about my family members.

I think about how my choices impact others.

I can deal with anger without hurting others or damaging things.

I show others that I care about them.

### Housing & Money Management

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
--------------------------------------	----	-----------	----------	------------	-----

I understand how interest rates work on loans or credit purchases.

I understand the disadvantages of making purchases with my credit card.

I know the importance of a good credit score.

I know how to balance my bank account.

I put money in my savings account when I can.

I know an adult who would help me if I had a financial emergency.

I use online banking to keep track of my money.

I know the advantages and disadvantages of using a check cashing or payday loan store.

I know how to find safe and affordable housing.

I can figure out the costs to move to a new place, such as deposits, rents, utilities, and furniture.

I know how to fill out an apartment rental application.

I know how to get emergency help to pay for water, electricity, and gas bills.

I know what can happen if I break my rental lease.

I can explain why people need renter's or homeowner's insurance.

I know an adult I could live with for a few days or weeks if I needed to.

There is at least one adult that I have regular contact with, other than my case manager or other professional, who lives in stable and safe housing.

I know an adult I can go to for financial advice.

I plan for the expenses that I must pay each month.

I keep records of the money I am paid and the bills I pay.

I know what happens in my state if I am caught driving without car insurance or a driver's license.

I can explain how to get and renew a driver's license or state ID card.

I can figure out all the costs of car ownership, such as registration, repairs, insurance, and gas.

I know how to use public transportation to get where I need to go.

### Work and Study Life

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
--------------------------------------	----	-----------	----------	------------	-----

I know how to develop a resume.

I know how to fill out a job application.

I know how to prepare for a job interview.

I know what the information on a pay stub means.

I can fill out a W-4 payroll exemption form when I get a job.

I know what employee benefits are.

I know what sexual harassment and discrimination are.

I know the reasons why my personal contacts are important for finding a job.

I know how to get the documents I need for work, such as my Social Security card and birth certificate.

I know how and when I can see my child welfare or juvenile justice records.

I know an adult who will go with me if I need to change schools.

I know how to get help from my school's mental health services.

I know where I can get help with an income tax form.

I have an adult in my life who cares about how I am doing at school or work.

I can take criticism and direction at school or work without losing my temper.

I know how to prepare for exams and/or presentations.

I know where I can get tutoring or other help with school work.

I look over my work for mistakes.

I get to school or work on time.

I get my work done and turned in on time.

### Career and Education Planning

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
--------------------------------------	----	-----------	----------	------------	-----

I know how to find work-related internships.

I know where to find information about job training.

I can explain the benefits of doing volunteer work.

I have recently talked to an adult who works in a job I would like to have.

I know what type (college, trade school) education I need for the work I want to do.

I know how to get into the school, training, or job I want after high school.

I know how to find financial aid to help pay for my education or training.

I have talked about my education plans with an adult who cares about me.

I know an adult who will help me apply for training or education after high school.

### Looking Forward

Are the following statements like me	No	Mostly No	Somewhat	Mostly Yes	Yes
--------------------------------------	----	-----------	----------	------------	-----

I believe I can influence how my life will turn out.

I can describe my vision for myself as a successful adult.

I have a good relationship with a trusted adult I like and respect.

I would like to use my experience to help other youth.

I believe my relationships with others will help me succeed.

I feel I am ready for the next phase of my life.

Most days, I am proud of the way I am living my life.

Most days, I feel I have control of how my life will turn out.