

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



**ITEM: 3.24**  
**(ID # 17305)**

**MEETING DATE:**

Tuesday, October 19, 2021

**FROM :** PUBLIC SOCIAL SERVICES:

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve the Riverside County Elder Abuse Forensic Center Protocol Agreement DPSS-0000021 on behalf of DPSS, RUHS-MC, RUHS-BH, DA's Office, and Sheriff's Department with UCR, Council on Aging – Southern California, Inc., Stacey Wood, Ph.D., A Psychological Corporation, Public Service Law Corporation of the Riverside County Bar Association, and the State of California Department of Justice to Support the Prevention of Elder and Dependent Adult Abuse for four years through June 30, 2025, with the option to renew for two additional one-year periods; All Districts [Total Cost \$0]

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

1. Approve the Riverside County Elder Abuse Forensic Center Protocol Agreement DPSS-0000021 on behalf of DPSS, RUHS-MC, RUHS-BH, DA's Office, and Sheriff's Department with UCR, Council on Aging – Southern California, Inc., Stacey Wood, Ph.D., A Psychological Corporation, Public Service Law Corporation of the Riverside County Bar Association, and the State of California Department of Justice to support the prevention of elder and dependent adult abuse for four years through June 30, 2025, with the option to renew for two additional one-year periods; and authorize the Chair of the Board to sign the Agreement on behalf of the County; and

**Continued on page 2**

**ACTION:**


  
Sayari Baldwin, DPSS Director 9/30/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: October 19, 2021  
xc: DPSS

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

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

2. Authorize the Director of DPSS, as approved as to form by County Counsel to: sign amendments that exercise the options of the Agreement and make modifications to the Agreement that stay within the intent of the Agreement including adding participating agencies to the Agreement.

<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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Not Applicable			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	21/22 - 22/25

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

**BACKGROUND:**

**Summary**

The California legislature has found that collaboration between professionals who work with elder and dependent adults in California is necessary to better understand, identify, and treat elder or dependent adult abuse cases. California Welfare and Institutions Code §10850.1, §15754, and §15633(b)(2)(A) allows two or more persons who are trained in the prevention, identification, management, or treatment of elder or dependent adult abuse and who are qualified to provide a broad range of services related to elder or dependent adult abuse, to disclose to one another information and records that are relevant to the prevention of elder or dependent adult abuse. Members of the Riverside County Elder Abuse Forensic Center (EAFC) will work together as a multidisciplinary team and strive to combat, investigate, and prosecute elder and dependent adult abuse, neglect, and exploitation through enhanced collaboration to strengthen investigations and improve outcomes.

Services offered by the EAFC include, but are not limited to, in-home geriatric medical assessments, in-home neuropsychological evaluations (capacity assessments), forensic evaluations, case consultations, public outreach, and education. The EAFC desires to achieve the following goals:

1. Reduce fragmentation and improve communication and problem solving related to elder and dependent adult abuse and neglect.
2. Improve elder and dependent adult abuse investigations and prosecution through unprecedented collaboration among key agencies.
3. Raise public awareness about the multidimensional problem of elder and dependent adult abuse and neglect.

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4. Educate and improve professional competency in working with the elder and dependent adult population.
5. Develop and advance practices in the field of elder and dependent adult abuse through the development of standardized tools and innovative research.

EAFC members are responsible for engaging the community in the protection and empowerment of elder and dependent adults throughout Riverside County. EAFC members also consult with various professionals from county agencies to improve the lives and safety of our clients; including, medical and financial institutions, law enforcement, District Attorney representatives, and community service/faith-based organizations. These professionals work collaboratively in the EAFC and are committed to serving the vulnerable population of Riverside County. Participating agencies of the EAFC Protocol Agreement include the following:

1. The County of Riverside, on behalf of its following departments: DPSS, RUHS-MC, RUHS-BH, District Attorney's Office, and Sherriff's Department
2. The Regents of the University of California, on behalf of its Riverside campus for its School of Medicine
3. Council on Aging – Southern California, Inc.
4. Stacey Wood, Ph.D., A Psychological Corporation
5. Public Service Law Corporation of the Riverside County Bar Association dba Riverside Legal Aid
6. State of California, Department of Justice

As the EAFC continues to strengthen their collaboration efforts, new members may be added to the EAFC.

**Impact on Residents and Businesses**

DPSS' EAFC strives to improve the community's ability to combat, investigate, and prosecute elder and dependent adult abuse, neglect, and exploitation through enhanced collaboration with members to strengthen investigations and improve outcomes.

**ATTACHMENTS:**

**Attachment A: Riverside County Elder Abuse Forensic Center Protocol Agreement DPSS-000021**

  
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Gregory H. Priamos, Director County Counsel      9/30/2021

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

**RIVERSIDE COUNTY ELDER ABUSE FORENSIC CENTER  
PROTOCOL AGREEMENT  
DPSS-000021**



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List of Exhibits

- Exhibit A – List of EAFC Members
- Exhibit B – EAFC Referral Form
- Exhibit C – Assurance of Compliance
- Exhibit D – Statement of Confidentiality

THIS RIVERSIDE COUNTY ELDER ABUSE FORENSIC CENTER PROTOCOL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and among the parties listed in Exhibit A, attached hereto and incorporated herein by this reference, (hereinafter referred to individually as a "Member" and collectively the "Members").

WHEREAS, the California legislature has found that collaboration between professionals who work with Elder and Dependent Adults in California is necessary to better understand, identify, and treat Elder or Dependent Adult abuse, determine more efficient ways to successfully prosecute Elder and Dependent Adult abuse cases, and support the prevention of Elder and Dependent Adult abuse; and,

WHEREAS, California Welfare and Institutions Code §10850.1, §15754, and §15633(b)(2)(A) allows two or more persons who are trained in the prevention, identification, management, or treatment of Elder or Dependent Adult abuse and who are qualified to provide a broad range of services related to Elder or Dependent Adult abuse to disclose to one another information and records that are relevant to the prevention, identification, or treatment of Elder or Dependent Adult abuse; and,

WHEREAS, The Regents of the University of California, on behalf of its Riverside campus (hereinafter referred to as "UCR") applied for and received Victims of Crime Act (VOCA) funding from the California Office of Emergency Services (Cal OES) to expand the multidisciplinary response to Elder and Dependent Adult abuse in Riverside County by providing multidisciplinary consultations, neuropsychological evaluations, geriatric medical evaluations, and forensic evaluations/consultations to Members of the Riverside County Elder Abuse Forensic Center (hereinafter referred to as "EAFC") and to help pay for the operating expenses of the EAFC; and

WHEREAS, UCR and the County of Riverside, on behalf of its Department of Public Social Services, (hereinafter referred to as "DPSS") entered into a Cost Reimbursement Subaward Agreement whereby DPSS agreed to provide administrative support for the EAFC and UCR agreed to reimburse DPSS for a portion of its administrative costs.

NOW THEREFORE, the Members agree as follows:

1. DEFINITIONS
  - A. "Agreement" refers to this Riverside County Elder Abuse Forensic Center Protocol Agreement, the terms and conditions, and the exhibits included herein.
  - B. "Case Conferences" refers to organized discussions between Members regarding a referred EAFC case.
  - C. "Dependent Adult(s)" refers to an individual who is 18 through 64 years of age, who due to a mental or physical limitation, is unable to carry out normal activities of daily living.
  - D. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement and the EAFC.
  - E. "EAFC" refers to the Riverside County Elder Abuse Forensic Center, which is a multidisciplinary personnel team comprised of Members who are trained in the prevention, identification, management, or treatment of abuse of Elder or Dependent Adults and who are qualified to provide a broad range of services related to abuse of Elder or Dependent Adults.
  - F. "Elder(s)" refers to an individual who is 65 years of age or older.

G. "Member(s)" refers to the parties listed in Exhibit A, individually and collectively, including their employees, agents, and representatives.

H. "PII" refers to Personally Identifiable Information.

2. PURPOSE, GOALS, AND OBJECTIVES OF THE EAFC

A. The EAFC strives to improve the community's ability to combat, investigate, and prosecute Elder and Dependent Adult abuse, neglect, and exploitation through enhanced collaboration with Members to strengthen investigations and improve outcomes. The EAFC desires to achieve the following goals:

1. Reduce fragmentation and improve communication and problem solving related to Elder and Dependent Adult abuse and neglect;
2. Improve Elder and Dependent Adult abuse investigations and prosecution through unprecedented collaboration among key agencies;
3. Raise public awareness about the multidimensional problem of Elder and Dependent Adult abuse and neglect;
4. Educate and improve professional competency in working with the Elder and Dependent Adult population; and
5. Develop and advance practices in the field of Elder and Dependent Adult abuse through the development of standardized tools and innovative research.

3. MEMBER RESPONSIBILITIES

A. Members shall use their best efforts to make available at least one (1) representative who is trained in the prevention, identification, management, or treatment of Elder or Dependent Adult abuse and who is qualified to provide a broad range of services related to Elder or Dependent Adult abuse to attend and participate in Case Conferences with other Members during EAFC meetings. Members shall use their best efforts to provide an alternative representative when their regular representative is unable to attend an EAFC meeting. The attendance of each Member's representative is essential to allow the EAFC to be as effective and useful as possible.

B. Members shall use their best efforts to provide services to other Members on EAFC referred cases consistent with the mission, requirements, and mandates of each Member's agency, which include, but is not limited to, neuropsychological evaluations, geriatric assessments, medical evaluations, forensic evaluations, case consultations and/or discussions, and public outreach/education.

C. Members shall require their representative(s) to interact with other Members' representatives and presenting guests in a respectful and professional manner.

D. Members shall require their representative(s) to observe and comply with the terms and conditions in this Agreement.

- E. Members shall use their best efforts to provide de-identified data and information regarding services provided and outcomes of EAFC referred cases. If PII is shared, Members shall share PII through a secured method of transmission.
  - F. Members shall use their best efforts to make available at least one (1) representative to participate in EAFC outreach efforts related to the prevention of abuse and neglect of Elder and Dependent Adults, including, but not limited to, the annual Elder and Dependent Adult Abuse Symposium.
  - G. Members shall use their best efforts to make available at least one (1) representative to participate in EAFC quarterly planning meetings to address system process and procedural issues for the EAFC.
  - H. Members shall use their best efforts to have regular communication with the EAFC Program Coordinator.
4. DPSS RESPONSIBILITIES
- A. DPSS shall provide administrative support to the EAFC, which includes, but is not limited to, the following:
    - 1. Plan and schedule frequent EAFC meetings, either in person or via electronic media format.
    - 2. Assign a staff member to serve as EAFC Program Coordinator.
    - 3. Provide a conference space and/or schedule a virtual conference for each EAFC meeting.
    - 4. Prepare an agenda for each EAFC meeting.
    - 5. Assign a Regional Manager to oversee the EAFC Program Coordination and serve as a liaison between the EAFC and DPSS' Adult Services Division.
    - 6. Provide de-identified data outcomes and reports, as necessary, regarding EAFC effectiveness and activities.
    - 7. Provide only necessary PII pertaining to referred Elders or Dependent Adults that is necessary to conduct effective Case Conferences or provide effective service delivery. If the sharing of PII is deemed necessary, PII must be shared via a secured method of transmission.
    - 8. Communicate EAFC updates, policy changes, and/or case consultation updates to all EAFC Members, when necessary.
    - 9. Monitor the performance of EAFC Members in meeting the terms, conditions and services in this Agreement.
5. EAFC MEETINGS
- A. EAFC meetings shall consist of round table discussions between Members regarding EAFC referred cases for the purpose of engaging in the prevention, identification, or treatment of Elder or Dependent Adult abuse.
  - B. Cases may be referred to the EAFC by any Member, or a relevant non-Member agency that is seeking support from the EAFC.



- C. Members are encouraged to refer any potential Elder or Dependent Adult abuse cases to the EAFC. Members shall fill out an EAFC Referral Form approved and adopted by DPSS, an example of which is attached hereto as Exhibit B and incorporated herein by this reference, and email it to the EAFC Program Coordinator. The EAFC Referral Form is subject to change, with or without notice, by DPSS to enhance its effectiveness and such change shall not require an amendment to this Agreement.
  - D. Members shall not be required to make a formal presentation to the EAFC.
  - E. Any recommendations made by a Member shall not be binding on the other Members. Members shall retain full discretion over their actions.
  - F. Members may invite a guest to attend an EAFC meeting whenever such guest's participation is relevant to the discussion and/or resolution of an individual case or for the purpose of education/training of the guest. Members are responsible for providing advance notice to the EAFC Program Coordinator of the planned guest's attendance, their name, agency affiliation, and purpose of attendance. Members are also responsible for informing their guest about the meeting date, time, and location. Whenever the EAFC Program Coordinator is uncertain about the suitability of a Member's guest, the EAFC Program Coordinator will consult with the necessary persons to determine the appropriateness of the guest's visit.
  - G. Subcommittee Meetings/Individual Case Conferences
    - i. Members may establish subcommittees or individual Case Conferences outside of the regular EAFC meetings to provide planning and guidance on specialized issues and/or cases.
    - ii. To the extent possible, Members with applicable experience shall use their best efforts to make available at least one (1) representative to attend and participate in subcommittee meetings or individual Case Conferences. If a Member's representative is unable to attend and participate, a designee may be appointed to attend and participate and relay information as needed.
6. CONFIDENTIALITY
- A. Members agree to comply with state and federal law to maintain the confidentiality of any information and writing relevant to the prevention, identification, or treatment of abuse of Elders or Dependent Adults discussed, received, or reviewed at the EAFC meetings.
  - B. Pursuant to WIC § 10850.1, any information and writing relevant to the prevention, identification, or treatment of abuse of Elder or Dependent Adults discussed at the EAFC meetings are confidential. Testimony concerning any such discussions is not admissible in any criminal, civil, or juvenile court proceeding.
  - C. Pursuant to WIC § 15754 and WIC § 15633(b)(2)(B), for any information or documentation that is relevant to the prevention, identification, or treatment of abuse of Elder or Dependent Adults that Members receive at the EAFC meetings, Members shall be under the same obligations and subject to the same confidentiality penalties as the Member disclosing or providing that information. The information obtained shall be maintained in a manner that ensures the maximum protection of privacy and confidentiality.

- D. All information Members receive at the EAFC meetings shall be used solely for the prevention, identification, or treatment of Elder or Dependent Adults. No confidential material shall be taken from the EAFC meetings with case identifying information and/or PII.
- E. Members shall require all new members, representatives or guests who attend an EAFC meeting on its behalf to sign a Statement of Confidentiality, a sample of which is attached hereto and incorporated herein by this reference as Exhibit D. The Statement of Confidentiality is subject to change, with or without notice, by DPSS and such change shall not require an amendment to this Agreement.
- F. Any violation of the confidentiality required is a misdemeanor punishable by not more than six (6) months in the county jail, by fine of five hundred dollars (\$500), or by both that fine and imprisonment.

7. RECORDS

- A. The EAFC shall not hold any records.
- B. If a Member refers a case to the EAFC, the presenting Member shall be the holder of any records the Member uses in the presentation to the EAFC.
- C. If Members provide services to another Member on an EAFC referred case, or if Members request services from another Member on an EAFC referred case, and a record is created as a result of the services rendered, DPSS shall be the holder of the record. DPSS shall retain the original record created in its case file and shall provide a copy of the record created to the Member who requested said services.
- D. The holder of a record shall be responsible for responding to any subpoena or production of document requests pertaining to the record.

8. TERM

This Agreement shall be effective upon signature of all the Members and shall continue through June 30, 2025, with the option to renew for two (2) additional one-year periods by a written amendment to this Agreement signed by the authorized representatives of the Members, unless terminated earlier. The Members mutually agree to review, and if necessary, update this Agreement annually.

9. WITHDRAW FROM EAFC/TERMINATION OF AGREEMENT

A Member may withdraw their membership from the EAFC by providing notice, in writing, to the other Members at any time and for any reason. Upon a Member's withdrawal, this Agreement shall be deemed terminated with no further force or effect upon the withdrawing Member but shall remain in full force and effect with respect to the remaining Members.

10. TERMINATION FOR LACK OF FUNDING

DPSS's obligations hereunder are contingent upon and limited by the availability of funding from which reimbursement can be made. There shall be no legal liability on the part of DPSS for its obligations hereunder unless such funds are made available. In the event such funds are not forthcoming for any reason, DPSS shall immediately notify Members, in writing, and this Agreement shall be deemed terminated and be of no further force or effect.

## 11. NEW MEMBERS

New members may be added to the EAFC via a written amendment to this Agreement signed by the authorized representatives of the Members.

## 12. HOLD HARMLESS/INDEMNIFICATION

A. Each Non County of Riverside Member shall indemnify and hold harmless the County of Riverside, its departments, agencies and districts, including their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives (individually and collectively hereinafter referred to as "County Indemnitees"), from any liability, action, claim or damage whatsoever, based or asserted upon or related to any services of the Member, its officers, employees, agents, or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death, but only in proportion to and to the extent such liability, damage, claim or action are caused by or result from the negligent or intentional acts or omissions of Non County of Riverside Member, its officers, employees or agents. The Member shall defend the County Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards) in any claim or action based upon such acts, omissions, or services.

County of Riverside shall indemnify and hold harmless each Non County of Riverside Member, its departments, agencies and districts, including their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives (individually and collectively hereinafter referred to as "Non County Indemnitees"), from any liability, action, claim or damage whatsoever, based or asserted upon or related to any services of the County of Riverside, its officers, employees, agents, or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death, but only in proportion to and to the extent such liability, damage, claim or action are caused by or result from the negligent or intentional acts or omissions of the County of Riverside, its officers, employees or agents. The County of Riverside shall defend the Non County Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards) in any claim or action based upon such acts, omissions, or services.

- B. With respect to any action or claim subject to indemnification herein by the Member, the Member shall, at its sole cost, have the right to use counsel of its choice and shall have the right to adjust, settle, or compromise any such claim or action without the prior consent of the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Member's indemnification to County Indemnitees as set forth herein. The Member's obligation hereunder shall be satisfied when the Member has provided the County of Riverside the appropriate form of dismissal relieving the County of Riverside from any liability for the action or claim involved.
- C. The specified insurance requirements stated in this Agreement shall in no way limit or circumscribe the Member's obligations to indemnify and hold harmless the County Indemnitees herein from third party claims.
- D. This provision shall remain in effect following the termination of this Agreement.

## 13. INSURANCE

- A. Without limiting or diminishing each Non County of Riverside Member's obligation to indemnify or hold the County of Riverside harmless, each Non County of Riverside Member 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, the County of Riverside 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 of Riverside's Risk Manager. If the County of Riverside'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. Each Member'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 of Riverside's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County of Riverside, and at the election of the County of Riverside's Risk Manager, the Member's carriers shall either: 1) reduce or eliminate such self-insured retention as respects to this Agreement with the County of Riverside, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. Each Member shall cause its insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County of Riverside's 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 of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. The Members shall not commence operations until the County of Riverside 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 that each Member's insurance shall be construed as primary insurance, and County of Riverside'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 the term of this Agreement, including any extensions thereof, exceeds five (5) years, the County of Riverside 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 of Riverside's Risk Manager's reasonable judgment, the amount or type of insurance carried by the Members has become inadequate.
- G. If applicable, each Member 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 the County of Riverside.
- I. Each Member agrees to notify the County of Riverside of any claim by a third party or any incident or event that may give rise to a claim arising from the direct performance of this Agreement.

14. WORKER'S COMPENSATION

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

15. VEHICLE LIABILITY

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

16. 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 a Member's performance of its obligations hereunder. Policy shall name the County of Riverside 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.

17. PROFESSIONAL LIABILITY

If, at any time during the duration of this Agreement and any renewal or extension thereof, a Member, its employees, agents or representatives 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 Member 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 the

Member'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, the Member shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage), 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 the Member 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.

18. RELATIONSHIP OF MEMBERS

The Members each acknowledge that they are separate legal entities, each of which has entered into this Agreement for independent reasons. The relationship of the Members hereunder is that of independent contractors and nothing contained herein shall be deemed to create an employer/employee, partnership, joint venture, or agency relationship. Members do not have the authority to make any statements, representations, or commitments of any kind or to take any action, binding on the other Members, without the prior written consent of the other Members. Non County of Riverside Members shall not be entitled to any benefits payable to employees of the County of Riverside, including but not limited to, workers' compensation, retirement, or health benefits. Said Members agree to hold the County of Riverside harmless from any and all claims that may be made against the County of Riverside based upon any contention by any person or other party that an employer-employee, partnership, joint venture, or agency relationship exists by reason of this Agreement.

19. NO DEBARMENT OR SUSPENSION

Each Member 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.

20. COMPLIANCE WITH ALL LAWS, RULES, AND REGULATIONS

Members shall comply with all applicable federal, state, and local laws, rules, and regulations. In addition, Members shall comply with all applicable County of Riverside policies and procedures. In the event that there is a conflict between the various laws, rules or regulations that may apply, Members shall comply with the more restrictive law, rule, or regulation. This Agreement is not intended to, nor should it be understood to, relieve Members from abiding by relevant laws, rules, or regulations.

21. DISPUTE RESOLUTION PROCEDURE

Members 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 Members. Prior to the filing of any legal action related to this Agreement, the Members 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 Members shall share the cost of the mediations.

## 22. CIVIL RIGHTS COMPLIANCE

### A. Assurance of Compliance

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

Members 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 Member's personnel. Members 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

Members 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

Members shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between Elders or Dependent Adults 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.

23. NOTICES

All correspondence and notices required or contemplated 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 set forth in Exhibit A.

24. LEGAL REPRESENTATION

The EAFC is not represented by legal counsel. Should Members need legal advice, Members shall seek advice from their own separate, independent legal counsel.

25. ASSIGNMENT

Members shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DPSS. Any attempt to delegate or assign any interest herein, without the prior written consent of DPSS, shall be deemed void and of no force or effect.

26. ENTIRE AGREEMENT

This Agreement, including any schedules, attachments, or exhibits, constitutes the entire agreement of the Members with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing.

27. MODIFICATION OF TERMS

This Agreement may be changed or modified only by a written amendment signed by the authorized representatives of each Member.

28. GOVERNING LAW

This Agreement shall be governed by the laws of the state of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Members waive any provision of law providing for a change of venue to another location.

29. SEVERABILITY

In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.



30. 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.

31. ELECTRONIC SIGNATURES

Each Member to 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 Members 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the County of Riverside, a political subdivision of the state of California, as of the day and year written below.

Authorized Signature for the County of Riverside: <i>Karen S. Spiegel</i>	
Printed Name of Person Signing: Karen Spiegel	
Title: Chair, Board of Supervisors	ATTEST: KECIA R. HARPER, Clerk By <i>[Signature]</i> DEPUTY
Date Signed: <i>October 19, 2021</i>	

Recommended for Approval:

*[Signature]*

6/18/2021

Sayori Baldwin, Director  
Department of Public Social Services

Date

Jennifer Cruikshank, Chief Executive Officer  
Riverside University Health System - Medical Center

Date

Dr. Matthew Chang, Director  
Riverside University Health System - Behavioral Health

Date

Michael A. Hestrin  
Riverside County, District Attorney's Office

Date

Chad Bianco, Sheriff-Coroner  
Riverside County Sheriff's Department



Date

FORM APPROVED COUNTY COUNSEL  
BY *[Signature]* 9-28-21  
DATE  
ESEN E SAINZ

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the County of Riverside, a political subdivision of the state of California, as of the day and year written below.

Authorized Signature for the County of Riverside:
Printed Name of Person Signing: Karen Spiegel
Title: Chair, Board of Supervisors
Date Signed:

Recommended for Approval:

_____ Sayori Baldwin, Director Department of Public Social Services	_____ Date
 _____ Jennifer Cruikshank, Chief Executive Officer Riverside University Health System - Medical Center	 _____ Date
_____ Dr. Matthew Chang, Director Riverside University Health System – Behavioral Health	_____ Date
_____ Michael A. Hestrin Riverside County, District Attorney's Office	_____ Date
_____ Chad Bianco, Sheriff-Coroner Riverside County Sheriff's Department	_____ Date


IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the County of Riverside, a political subdivision of the state of California, as of the day and year written below.

Authorized Signature for the County of Riverside:
Printed Name of Person Signing: Karen Spiegel
Title: Chair, Board of Supervisors
Date Signed:

Recommended for Approval:

\_\_\_\_\_  
Sayori Baldwin, Director  
Department of Public Social Services  
Date

\_\_\_\_\_  
Jennifer Cruikshank, Chief Executive Officer  
Riverside University Health System - Medical Center  
Date

  
\_\_\_\_\_  
Dr. Matthew Chang, Director  
Riverside University Health System – Behavioral Health  
Date  
9/13/2021

\_\_\_\_\_  
Michael A. Hestrin  
Riverside County, District Attorney's Office  
Date

\_\_\_\_\_  
Chad Bianco, Sheriff-Coroner  
Riverside County Sheriff's Department  
Date



IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the County of Riverside, a political subdivision of the state of California, as of the day and year written below.

Authorized Signature for the County of Riverside:
Printed Name of Person Signing: Karen Spiegel
Title: Chair, Board of Supervisors
Date Signed:

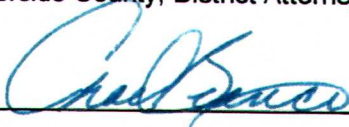
Recommended for Approval:

\_\_\_\_\_  
Sayori Baldwin, Director  
Department of Public Social Services  
Date


\_\_\_\_\_  
Jennifer Cruikshank, Chief Executive Officer  
Riverside University Health System - Medical Center  
Date


\_\_\_\_\_  
Dr. Matthew Chang, Director  
Riverside University Health System – Behavioral Health  
Date

\_\_\_\_\_  
Michael A. Hestrin  
Riverside County, District Attorney's Office  
Date

  
\_\_\_\_\_  
Chad Bianco, Sheriff-Coroner  
Riverside County Sheriff's Department  
Date  
7/4/21

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of The Regents of the University of California, a California nonprofit corporation, on behalf of its Riverside campus for its School of Medicine as of the day and year written below.

Authorized Signature for The Regents of the University of California: 
Printed Name of Person Signing: Ursula Prins
Title: PreAward Manager
Date Signed: 5/24/2021



Authorized Signature for the Council on Aging – Southern California, Inc.:	
Printed Name of Person Signing:	Lisa Wright Jenkins
Title:	CEO
Date Signed:	February 22, 2021

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of Council on Aging – Southern California, Inc., a California nonprofit corporation, as of the day and year written below.

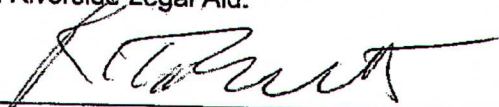
DPSS-0000021




IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of Stacey Wood, Ph.D., A Psychological Corporation, a California corporation, as of the day and year written below.

Authorized Signature for Stacy Wood, Ph.D., A Psychological Corporation: 
Printed Name of Person Signing: Stacy Wood 
Title: President
Date Signed: 2/23/2021

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of Public Service Law Corporation of the Riverside County Bar Association, a California nonprofit corporation, dba Riverside Legal Aid as of the day and year written below.

Authorized Signature for Public Service Law Corporation of the Riverside County Bar Association dba Riverside Legal Aid: 
Printed Name of Person Signing: Rita H. Smith
Title: Executive Director
Date Signed: 2/25/21

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the State of California, Department of Justice as of the day and year written below.

Authorized Signature for the State of California, Department of Justice: 
Printed Name of Person Signing: Jennifer Euler, Chief Assistant Attorney General
Title: California Department of Justice, Division of Medi-Cal Fraud and Elder Abuse
Date Signed: August 17, 2021

**Exhibit A**  
List of EAFC Members

No.	MEMBERS	ADDRESS
1.	<p><b>The County of Riverside, a political subdivision of the State of California, on behalf of its following departments:</b></p> <p>Department of Public Social Services, Adult Services Division (DPSS)</p> <p>Riverside University Health System—Medical Center (RUHS-MC)</p> <p>Riverside University Health System—Behavioral Health (RUHS-BH)</p> <p>Riverside County, District Attorney's Office</p> <p>Riverside County Sheriff's Department</p>	<p>4060 County Circle Drive Riverside, CA 92503</p> <p>26520 Cactus Avenue Moreno Valley, CA 92555</p> <p>4095 County Circle Drive Riverside, CA 92503</p> <p>3960 Orange Street Riverside, CA 92501</p> <p>P.O. Box 512 Riverside, CA 92502</p>
2.	The Regents of the University of California, a California nonprofit corporation, on behalf of its Riverside campus for its School of Medicine (UCR)	900 University Avenue, School of Medicine Education Building Riverside, CA 92521
3.	Council on Aging – Southern California Inc., a California nonprofit corporation	9121 Haven Avenue, Suite 220 Rancho Cucamonga, CA 91730
4.	Stacey Wood, Ph.D., A Psychological Corporation, a California corporation	1030 Columbia Avenue, Box 4082 Claremont, CA 91711
5.	Public Service Law Corporation of the Riverside County Bar Association, a California nonprofit corporation, dba Riverside Legal Aid	4129 Main Street, Suite 101 Riverside, CA 92501
6.	State of California, Department of Justice	2329 Gateway Oaks Drive, Suite. 200 Sacramento, CA 95833



<b>B. Neuropsychologist Request</b> <input type="checkbox"/>		<b>K. Coroner/Public Administrator Request</b> <input type="checkbox"/>	
<input type="checkbox"/> Capacity Assessment		Case Number:	
<input type="checkbox"/> Contact Physician		<b>L. Legal Aide Request</b> <input type="checkbox"/>	
<input type="checkbox"/> Other		<b>M. ETS Request</b> <input type="checkbox"/>	
		<b>N. County Counsel Request</b> <input type="checkbox"/>	
		<b>O. Forensic Accounting Request</b> <input type="checkbox"/>	
		<b>P. Other Request</b> <input type="checkbox"/>	
		Explain:	
<b>Goal of EAFC Referral</b>			
[Empty space for goal of referral]			
<b>Referring Agency Information</b>			
First Name	Last Name	Referring Agency (i.e. Riverside PD)	APS Region (if known)
Desk Phone	Mobile Phone	Email	Fax
Supervisor First Name	Supervisor Last Name	Mobile Phone	E-mail
RID (APS)	Incident/Police Report Number	Criminal Case #	Probate Case #
<b>Other/ Additional Report Number(s)</b>			
[Empty space for other report numbers]			

<b>Client/Victim Information</b>					
First Name		Last Name		DOB	
<b>Physical Description</b>					
Height	Weight	Hair color	Eye color	Age	Language
<b>SAFETY ALERT:</b>					
<input type="checkbox"/> Active Protective Order <input type="checkbox"/> Violence <input type="checkbox"/> Animals <input type="checkbox"/> Environmental Hazards <input type="checkbox"/> Suspect In Home <input type="checkbox"/> Drugs <input type="checkbox"/> Weapons <input type="checkbox"/> Other					
Translation/Communication Needs			Level of Education		
Gender		Marital Status		Ethnicity	
Address				City	Zip Code
Facility Name		Telephone	Mobile	Physician Name	Physician Telephone
Medical Insurance		Insurance Number		Primary Medical Office	
Physical Functional Status: Appears...			Cognitive Status: Appears...		
Living Arrangement				Resides With:	
				Describe (if applicable):	
Previous Reports of Abuse: <input checked="" type="radio"/> Yes <input type="radio"/> No If yes, explain below (please indicate previous referral dates, allegations and findings):     					

<b>Medical History, Conditions, and Addictions</b>			
<b>Medications and Supplements with Dosage/Frequency</b>			
Underlying Mental Illness: <input type="radio"/> Yes <input type="radio"/> Suspected-Undiagnosed <input type="radio"/> Unknown <input checked="" type="radio"/> No			
If yes, explain:			
<b>Alleged Abuser Information</b>			
First Name		Last Name	
DOB		Age (or approx.)	
Ethnicity		Gender	Language
Translation/Communication Needs			
Relationship	Primary Caregiver?	Lives with Client	Company Name (if consumer fraud)
	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	
Mental Condition: <input type="radio"/> Suspected - Undiagnosed <input type="radio"/> Unknown <input type="radio"/> Yes <input checked="" type="radio"/> No			
If yes, explain:			
Address		City	Zip Code
Telephone			
Addiction- Alcohol		Addiction- Illicit Drugs	Addiction- Prescription
<input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Unk		<input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Unk	<input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Unk



<b>Addiction-Other</b>	
<b>Criminal History:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No                      If yes, explain:	
<b>Prior History of Committing Elder/Dependent Adult Abuse:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, explain below:	
<b>Probation/Parole Terms:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, indicate terms:	
<b>Active Protective Order:</b>	
<b>Other Agencies Involved:</b>	
<b>Types of Abuse (Check all that apply):</b>	<b>Estimated \$ Loss (approx.)</b>
<input type="checkbox"/> Abandonment <input type="checkbox"/> Sexual <input type="checkbox"/> Psychological/Mental <input type="checkbox"/> Abduction <input type="checkbox"/> Isolation <input type="checkbox"/> Financial <input type="checkbox"/> Self-Neglect <input type="checkbox"/> Physical (e.g. assault/battery, constraint or deprivation, chemical restraint, over/under medication) <input type="checkbox"/> Neglect by Others	 
<b>Narrative (Explain the issue leading to the referral, and the outcome sought for each type of service requested):</b>	
<b>Geriatric Request</b> (please indicate concerns, medical history, details of request):	
<b>Neuropsychologist Request</b> (please indicate concerns, indicators of cognitive decline, MoCA score, and efforts to have capacity assessment completed by primary physician/medical facility):	
<b>Law Enforcement Request</b> (please provide specifics regarding request, concerns, what steps have been taken):	
<b>District Attorney's Office Request</b> (please provide specifics regarding request, concerns, what steps have been taken):	
<b>DA Victim Services Request</b> (please provide specifics regarding request, concerns, what steps have been taken):	
<b>Ombudsman Request</b> (please provide specifics regarding request, concerns, what steps have been taken):	
<b>Public Guardian/Conservatorship Request</b> (please indicate names of known family members, name of POA if one is in place, and information about available estate planning documents such as wills and trusts):	

<b>Adult Protective Services Request</b> (please provide specifics regarding request, concerns, what steps have been taken):
<b>Behavioral Health Request</b> (please provide specifics regarding request, concerns, what steps have been taken):
<b>Probate Superior Court Request</b> (please provide specifics regarding request, concerns, what steps have been taken):
<b>Coroner/Public Administrator Request</b> (please provide specifics regarding request, concerns, what steps have been taken):
<b>Legal Aide Request</b> (please provide specifics regarding request, concerns, what steps have been taken):

<b>ETS Request</b> (please provide specifics regarding request, concerns, what steps have been taken):
<b>County Counsel Request</b> (please provide specifics regarding request, concerns, what steps have been taken):
<b>Forensic Accounting Request</b> (please provide specifics about request, what steps have been taken, and records you have obtained thus far):
<b>Other Request</b> (please provide specifics regarding request, concerns, what steps have been taken):

**Exhibit C**  
Assurance of Compliance

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

\_\_\_\_\_  
NAME OF MEMBER

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director's Signature

\_\_\_\_\_  
Address of Member  
(08/13/01)

CR50-Vendor Assurance of Compliance



**Exhibit D**  
Statement of Confidentiality

## Riverside County Elder Abuse Forensic Center Statement of Confidentiality

I understand and fully acknowledge that the information and/or documents I may receive or review as part of my affiliation with the Riverside County Elder Abuse Forensic Center (EAFC) are confidential. I understand and acknowledge the necessity of exercising discretion and maintaining confidentiality regarding all information to which I am exposed as a result of being affiliated with the EAFC.

The purpose of the Riverside County EAFC is to provide an effective array of services and practices for elders and dependent adults who have been abused or neglected, or who are at serious risk of abuse or neglect, through consultation with partner agencies, assessments, research, and education. To that end, the EAFC must have access to all existing records pertaining to the presented elder or dependent adult abuse case. This may include social services reports, criminal records, mental health records, court records, hospital or medical related records, and any other pertinent data.

By signing below, I acknowledge that I have read the foregoing information, and understand that all information shared at the EAFC meeting, either in person or through electronic means, shall remain confidential and shall not be discussed or disclosed, except within my capacity as an EAFC partner.

In the regular course of my affiliation with the EAFC, I recognize that I will have access to client information, which is personal, financial, medical, or other. I am fully aware that I am strictly forbidden to discuss, transmit or narrate such confidential information in any form, except in the routine procedures of case discussion within and between other EAFC partners and our meetings, per the provisions of the California Welfare and Institutions Code, Sections 10850.1 and 15754, as well as the Health Insurance Portability and Accountability Act (HIPAA).

**California Welfare and Institutions Code § 10850.1, provides as follows:**

- (a) Notwithstanding any other provision of law, for purposes of Section 10850, the activities of a multidisciplinary personnel team engaged in the prevention, identification, management, or treatment of [...] the abuse of elder or dependent persons are activities performed in the administration of public social services, and a member of the team may disclose and exchange any information or writing that also is kept or maintained in connection with any program of public social services or otherwise designated as confidential under state law which he or she reasonably believes is relevant to the prevention, identification, management, or treatment of [...] the abuse of elder or dependent persons to other members of the team. All discussions relative to the disclosure or exchange of any such information or writing during team meetings are confidential and, notwithstanding any

other provision of law, testimony concerning any such discussion is not admissible in any criminal, civil, or juvenile court proceeding.

**Welfare and institutions Code, Section 15754, provides as follows:**

- (a) Notwithstanding any provision of law governing the disclosure of information and records, persons who are trained and qualified to serve on multidisciplinary personnel teams may disclose to one another information and records which are relevant to the prevention, identification, or treatment of abuse of elderly or dependent persons.
- (b) Except as provided in subdivision (a), any personnel of the multidisciplinary team that receives information pursuant to this chapter, shall be under the same obligations and subject to the same confidentiality penalties as the person disclosing or providing that information. The information obtained shall be maintained in a manner that ensures the maximum protection of privacy and confidentiality rights.

**HIPAA (Health Insurance Portability and Accountability Act):**

HIPAA, as applicable to information received as part of the EAFC, provides that the "protected health information" (PHI) of an individual, when disclosed, must be maintained as confidential information, and may not be further disclosed by the recipient of the information. By signing below, I acknowledge that I have read the foregoing information, and that I will keep the information presented to me as a member of the EAFC as confidential information, not to be disclosed except as in my capacity as an EAFC member.

**Confidentiality in Virtual Meeting Platforms**

EAFC partners or guests are expected to take precautions to maintain confidentiality during virtual meetings. It is the responsibility of every EAFC partner and guest to ensure they are set up in a private area. If there are concerns about others hearing any of the information discussed during the virtual meeting, please use headphones. If there is a concern about a breach of confidentiality, a participant may be removed from the meeting.

**Records Request**

All record requests must be submitted to the Adult Services Division Custodian of Records by emailing the request to ASD\_Admin\_Support@rivco.org. All record requests will be evaluated to determine whether the requestor is a statutorily authorized recipient of the information requested. Please note, Custodian of Record requests can take up to ten days (10) to process.

**Guest Policy**

Any Elder Abuse Forensic Center (EAFC) partner may invite a guest to attend an EAFC meeting, whenever such a guest's participation is relevant to the discussion and/or resolution of an individual case, or for the purpose of education/training of the guest. The EAFC partner host is responsible for providing advance notice to the EAFC Coordinator of the planned guest's attendance, their name(s), agency affiliation, and purpose of attendance. The EAFC host is also responsible for informing their guest about the meeting date, time, and location. Whenever the EAFC Coordinator is uncertain about the suitability

of a guest, he/she will consult with the Adult Services Regional Manager that oversees the EAFC. The EAFC Coordinator will contact the necessary parties to determine the appropriateness of the guest's visit.

***All participants must read and sign the Elder Abuse Forensic Center Statement of Confidentiality prior to participating in the EAFC meeting they were invited to attend. It is the participant's responsibility to provide the EAFC Coordinator with the signed Statement of Confidentiality prior to the meeting or at the beginning of the meeting the participant is invited to attend.***

\_\_\_\_\_  
Signature of EAFC Partner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of EAFC Partner

\_\_\_\_\_  
Print Name of Agency