

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



ITEM: 3.48
(ID # 24972)

MEETING DATE:
Tuesday, June 25, 2024

FROM : PUBLIC SOCIAL SERVICES

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve the First Amended and Restated Professional Services Agreement with Vista Montana Senior Living Inc. for Temporary Emergency Shelter Services effective upon signature to increase the annual contract amount by \$15,000 from \$50,000 to \$65,000 for FY 23/24; All Districts. [Total Cost: \$65,000; Funding: 47% Federal, 16% State, 37% Realignment]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the First Amended and Restated Professional Services Agreement with Vista Montana Senior Living Inc. for Temporary Emergency Shelter Services effective upon signature for an amount of \$65,000 for FY23/24 to increase the annual contract amount by \$15,000 from \$50,000 to \$65,000; and authorize the Chair of the Board to sign the Agreement on behalf of the County; and,
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) issue a Purchased Order(s) for any goods or services rendered, (b) sign amendments that exercise the options of the Agreement to include renewing the term of the Agreement and modifying the scope of services that stay within the intent of the Agreement, and (c) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) annually.

ACTION:Policy


Charity Douglas, DPSS Director

5/28/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 25, 2024
xc: DPSS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|---------------------------|---------------------|
| COST | \$65,000 | \$0 | \$65,000 | \$0 |
| NET COUNTY COST | \$0 | \$0 | \$0 | \$0 |
| SOURCE OF FUNDS: 47% Federal, 16% State, 37% Realignment. | | | Budget Adjustment: | No |
| | | | For Fiscal Year: | 23/24 |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Public Social Services (DPSS) requires temporary emergency shelter services for elderly clients, age sixty (60) and older and dependent adults, ages eighteen (18) and older as mandated by California Welfare & Institutions Code Section 15763(a)(2), on an as-needed basis. Temporary emergency shelter services are needed for clients who possess medical assessments and require a higher level of care. Clients require housing in private rooms until medical assessments are completed. The mission of the DPSS Adult Services Division (ASD) is to promote safety, well-being, and independence for elder and dependent adults through accurate and timely assessments and linkage to services.

The First Amended and Restated Agreement with Vista Montana Senior Living, Inc., DPSS-0004089 will increase the annual contract amount for FY 23/24 by \$15,000 from \$50,000 to \$65,000 through the current termination date of June 30, 2024 and exercise a one-year renewal option through June 30, 2025. This additional funding for FY23/24 will ensure that DPSS ASD has enough funding to cover billing through the end of the fiscal year and is able to provide Temporary Emergency Shelter Services for unhoused clients in Riverside County.

Impact on Residents and Businesses

The temporary emergency shelter services will provide temporary housing to elderly clients and dependents while ASD locates permanent housing for these clients. The clients receive personalized services such as medication management, bathing, incontinence care, transportation and assistance with scheduling medical appointments.

Additional Fiscal Information

The total annual payments to Vista Montana Senior Living Inc. shall not to exceed \$65,000 for FY 23/24

| Fiscal Year Period | Original Total Amount | Amended Total Amount |
|---------------------------|------------------------------|-----------------------------|
| FY23/24 | \$50,000 | \$65,000 |

The remaining fiscal year renewal options will not exceed \$25,000 annually.

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

Contract History and Price Reasonableness

On April 27, 2023, DPSS entered into a Professional Services Agreement, DPSS-0004809, for Temporary Emergency Shelter Services, effective July 1, 2023 through June 30, 2024, with three (3) one-year renewal options through June 30, 2027.

Vista Montana's current maximum annual budget amount is \$50,000 and DPSS ASD is requesting to increase the maximum annual budget by an additional \$15,000 for a total annual amount of \$65,000 for FY 23/24. This increase will provide additional support for unhoused clients through Vista Montana's temporary emergency shelter services and ensure enough funding for these critical services through the end of the fiscal year.

Board approval is required as the revised maximum annual amount exceeds the Purchasing Agents authority under Ordinance 459 for Category II Exceptions, subsection c.

ATTACHMENT:

- a) DPSS-0004089, First Amended and Restated Agreement - Vista Montana Senior Living, Inc. – Temporary Emergency Shelter Services


Meghan Hahn, Director of Procurement 5/31/2024


Brianna Lontajo, Principal Management Analyst 6/19/2024


Aaron Gettis, Chief of Deputy County Counsel 6/3/2024

**County of Riverside Department of Public Social Services
Contracts Administration Unit
4060 County Circle Drive
Riverside, CA 92503**

and

**Vista Montana Senior Living Inc., a California Corporation
Temporary Emergency Shelter Services
DPSS-0004809**



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- Schedule B – “Scope of Services”

List of Attachments

- Attachment I – HIPAA Business Associate Agreement
- Attachment II – Assurance of Compliance
- Attachment III - DPSS 2076A, DPSS 2076B & Instructions

List of Exhibits

- Exhibit A – LIC 603A Resident Appraisal
- Exhibit B – LIC 625 Appraisal/Needs and Services Plan
- Exhibit C – LIC 602A Physician's Report for Residential Care Facilities for the Elderly
- Exhibit D – LIC 601 Identification and Emergency Information
- Exhibit E – LIC 622 Centrally Stored Medication and Destruction Record
- Exhibit F – LIC 627C Consent for Emergency Medical Treatment
- Exhibit G – LIC 624 Unusual Incident/Injury Report
- Exhibit H – LIC 624A Death Report
- Exhibit I – LIC 613C Personal Rights Residential Care Facilities for the Elderly
- Exhibit J – LIC 9172 Functional Capability Assessment
- Exhibit K – DPSS 2173 Emergency Shelter Care Admission Agreement
- Exhibit L – USDA My Plate Tool Guidelines
- Exhibit M – Needs and Services Plan
- Exhibit N – DPSS 2172 Shelter Care Billing Report
- Exhibit O – Medi-Cal Privacy and Security Agreement
- Exhibit P – Approved Emergency Supply Items

This First Amended and Restated Agreement to DPSS-0004089, effective upon signature is made and entered into by and between Vista Montana Senior Living Inc., a California corporation ("CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services ("COUNTY").

COUNTY and CONTRACTOR previously entered into that certain Agreement, DPSS-0004089, executed on April 27, 2023 and effective on July 1, 2023, whereby the CONTRACTOR agreed to provide temporary emergency services for the Adult Services Division (hereafter referred to as "Original Agreement").

Upon the effectiveness of the Agreement, any prior Agreement and Amendments shall be superseded and replaced in its entirety by this Agreement.

The parties now agree as follows:

1. DEFINITIONS

- A. "Agreement" refers to the terms and conditions, schedules, and attachments included herein.
- B. "APS" refers to the Adult Protective Services Program in the Department of Public Social Services Adult Services Division, and includes its employees, social workers, and supervisors.
- C. "Basic Services" refers to those services required to be provided by the facility in order to obtain and maintain a license and include, in such combinations as may meet the needs of the Client and be applicable to the type of shelter: safe and healthful living conditions; personal assistance and care; observation and supervision; planned activities; food service; and arrangements for obtaining incidental medical and dental care.
- D. "Care Facility" refers to a facility, place or building providing nonmedical care and supervision, as defined by CCL. For the purposes of this Agreement, Care Facility, Facility, and Contractor are used interchangeably.
- E. "CCL" refers to the State of California Health and Human Services Agency, Department of Social Services, Community Care Licensing Division which regulates the Residential Care Facilities for the Elderly.
- F. "Client" refers to an Elderly or Dependent Adult who has been authorized by DPSS to obtain services.
- G. "CONTRACTOR" refers to Vista Montana Senior Living Inc. including its employees, agents, representatives, subcontractors, and suppliers.
- H. "DPSS" or "COUNTY" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. DPSS and COUNTY are used interchangeably in this Agreement.
- I. "Dependent Adult" is defined by CCL as an individual who is eighteen (18) years of age through fifty-nine (59) years of age, who has physical or mental limitations that restrict his or her ability to carry out normal activities to protect his or her rights, including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.
- J. "Elder" or "Elderly" refers to and is defined by CCL as an individual who is sixty (60) years of age or older, who cannot remain in their own home or other independent living arrangement.

- K. "Emergency" refers to the need to provide temporary shelter within 24 hours of APS phone call.
- L. "Emergency Medical Condition" refers to a medical condition manifesting to itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in (1) placing the health of the individual in serious jeopardy, 2) serious impairment to bodily functions, or (3) serious dysfunction of any bodily organ or part.
- M. "HIPAA" refers to the Health Insurance Portability and Accountability Act.
- N. "Incident" refers to any event including, but not limited to, the following:
1. Unauthorized Absence (including Client leaving facility prior to authorized discharge date)
 2. Aggressive Act – self
 3. Aggressive act – another resident
 4. Aggressive act – staff
 5. Aggressive act – family, visitors
 6. Alleged violation of rights
 7. Alleged Client abuse
 - a. Sexual
 - b. Physical
 - c. Psychological
 - d. Financial
 - e. Neglect
 - f. Rape
 - g. Pregnancy
 - h. Suicide Attempt
 - i. Other
 8. Injury – accident
 9. Injury – unknown origin
 10. Injury – from another Client or resident
 11. Injury – from behavior episode
 12. Epidemic outbreak
 13. Hospitalization
 14. Medical emergency
 15. Other sexual incident
 16. Theft
 17. Fire
 18. Property Damage
- O. "JOM" refers to Joint Operation Meeting
- P. "Non-Ambulatory Bed" refers to a hospital bed complete with side rails, and is electrically adjustable for head, feet and height options.
- Q. "Nutritious Meals" refers to foods, including meals and snacks, as determined by the United States Department of Agriculture (USDA).
- R. "RCFE" refers to Residential Care Facility for the Elderly, as licensed by CCL.
- S. "Temporary Emergency Shelter Services" refers to services needed for Clients who possess a medical assessment (including TB test clearance) prior to being housed and do not require a private room.

- T. "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.
- U. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another Subcontractor.

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, Attachment I - HIPAA Business Associate Agreement, Attachment II – Assurance of Compliance, Attachment III - DPSS 2076A and Instructions, and Exhibit O – Medi-Cal Privacy and Security Agreement (PII).

3. PERIOD OF PERFORMANCE

This Agreement shall be effective July 1, 2023 and continue through June 30, 2025, with two (2) one-year renewal options through June 30, 2027, unless terminated earlier or otherwise modified. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided or expenses incurred in accordance with Schedule A, "Payment Provisions. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- C. After receipt of the notice of termination, CONTRACTOR shall:

- (1) Stop all work under this Agreement on the date specified in the notice of termination; 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 dishonestly 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 effect an orderly and efficient transition of clients or services to a successor.

9. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contract, 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 to influence the recipient in the conduct or his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

10. RECORDS, INSPECTIONS, AND AUDITS

A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting CONTRACTOR performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.

- B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending county, state, and federal audits are completed, whichever is later.
- C. Any authorized county, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

11. CONFIDENTIALITY

- A. As required by applicable law, COUNTY and CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850.
- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. CONTRACTOR shall ensure case 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.

12. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT

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

13. MEDI-CAL PERSONALLY IDENTIFIABLE INFORMATION

"Medi-Cal PII" refers to Medi-Cal Personally Identifiable Information which is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting In Home Supportive Services (IHSS) operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

CONTRACTOR may use or disclose Medi-Cal Personally Identifiable Information (PII) only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 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 Medi-Cal Client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of the COUNTY. The CONTRACTOR shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

The CONTRACTOR agrees to the same privacy and security safeguards as are contained in the Medi-Cal Data Privacy and Security Agreement, attached hereto and incorporated by this reference as Exhibit O.

When applicable, the CONTRACTOR shall incorporate the relevant provisions of Exhibit O into each Subcontract or sub-award to Subcontractors.

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE

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

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.
- J. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, 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.

16. WORKER'S COMPENSATION

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' 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. Policy shall name the COUNTY as Additional Insureds.

17. VEHICLE LIABILITY

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

18. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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.

Policy shall include abuse and molestation insurance as an endorsement to the commercial general liability policy in a form and with coverage that are satisfactory to the County covering damages arising out of actual, threatened or allege physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature and retention of any person for whom the contractor is responsible including but not limited to contractor and contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the contractor, and the contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. 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. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit

19. CYBER LIABILITY

CONTRACTOR shall procure and maintain for the duration of the contract 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 the contract insurance claims arising out of their services and 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.

20. EXCESS/UMBRELLA LIABILITY INSURANCE

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability & "insured contract" definition for indemnity, occurrence, no limitation of prior work coverage, and primary & non-contributory insurance requirements stated therein. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

21. 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. CONTRACTOR shall have no claim against COUNTY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. 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.

22. 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.

23. 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.

24. 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.

25. PERSONNEL

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

(1) All staff who work full or part-time positions by title, including volunteer positions;

(2) A brief description of the functions of each position and hours each position worked;

(3) The professional degree, if applicable and experience required for each position.

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

C. Background Checks

CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

26. MANDATED REPORTING

California law requires certain persons to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud. These individuals are known under the law as "mandated reporters." If CONTRACTOR is a "mandated reporter" in the state of California, CONTRACTOR understands and acknowledges his/her responsibility to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud in compliance with the applicable requirements under Penal Code Sections 11160-11164; 11165 -11174.3 or Welfare & Institutions Code Sections 15600 et seq, respectively.

Also, as a "mandated reporter", CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement receive training in the identification and reporting of domestic violence, child abuse or neglect, and/or dependent

adult/elder abuse or fraud. The training must comply with the applicable Penal Code & Welfare Institutions Code sections.

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, 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 requirement for child support enforcement shall constitute a material breach of this Agreement.
- F. During the term of this Agreement and for a one (1) year term thereafter, CONTRACTOR shall not solicit or encourage any employee, vendor, or independent contractor of COUNTY to leave or terminate their relationship with COUNTY for any reason.

28. 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.

29. 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.

30. SUBCONTRACTS

A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:

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

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

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

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

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. ADMINISTRATIVE/CONTRACT LIAISON

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

37. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the "Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as Attachment II. CONTRACTOR will sign and date Attachment II 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:

https://www.sccgov.org/ssa/info_notices/pub13_english.pdf

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
 Assurance and Review Services
 Riverside County Department of Public Social Services
 10281 Kidd Street
 Riverside, CA 92503
assuranceandreview@rivco.org

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.

38. 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
Email: ClientServicesContracts@rivco.org

CONTRACTOR:
Vista Montana Senior Living Inc.
155 N. Girard Street
Hemet, CA 92544

39. **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.
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. **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.
42. **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.

(signatures to follow on next page)

| | | |
|--|---|--|
| Authorized Signature for Vista Montana Senior Living Inc., a California Corporation <i>DL</i> | Authorized Signature for Vista Montana Senior Living, Inc., a California Corporation <i>James Bender</i> | Authorized Signature for County <i>Chuck Washington</i> |
| Printed Name of Person Signing: Donald Lam | Printed Name of Person Signing: James Bender | Printed Name of Person Signing: Chuck Washington |
| Title: Chief Executive Officer | Title: Vice President | Title: Chair of the Board |
| Date Signed: May 23, 2024 | Date Signed: May 23, 2024 | Date Signed: Jun 26, 2024 |



ATTEST:
Clerk of the Board

By: *Naomy Sierra, Deputy*

Approved as to Form
Minh C. Tran
County Counsel

By: *Katherine Wilkins*
Katherine Wilkins
Deputy County Counsel
May 24, 2024

Date

Schedule A
Payment Provisions

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total annual payments to CONTRACTOR shall not exceed \$65,000 for FY 23/24 and \$25,000 for the remaining fiscal years:

| FISCAL YEAR PERIOD | ORIGINAL TOTAL AMOUNT | AMENDED TOTAL AMOUNT |
|--|-----------------------|----------------------|
| July 1, 2023 through June 30, 2024 | \$50,000 | \$65,000 |
| July 1, 2024 through June 30, 2025 | \$50,000 | \$25,000 |
| Total: | \$100,000 | \$90,000 |
| Option 1: July 1, 2025 through June 30, 2026 | \$50,000 | \$25,000 |
| Option 2: July 1, 2026 through June 30, 2027 | \$50,000 | \$25,000 |
| Total with options: | \$100,000 | \$50,000 |

A.2 UNIT OF SERVICE

a. Contractor shall be paid the following unit of service cost rates:

There is no unoccupied bed rate.

| Service | Unit Cost |
|--|---|
| Occupied Bed Rate – Temporary Shelter Services | \$160 per day |
| Emergency Supplies, if necessary, to meet the immediate needs of the Client. * | Actual cost, not to exceed \$100 per Client |
| *Pre-approval must be received from APS prior to the purchase of any emergency supplies that are not listed on Exhibit P – Approved Emergency Supply Items, attached hereto and incorporated herein by this reference. | Itemized receipts are required for reimbursement of emergency supplies and must include the date of purchase, name of establishment, items purchased and the total amount paid. Contractor must indicate the Client's name on the receipt and include a separate written justification for the items purchased. |

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

a. CONTRACTOR will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation is not provided or other requirements are not met.

1. Receipt of DPSS Form 2076A, attached hereto and incorporated herein by this reference as Attachment III. The CONTRACTOR must submit an invoice along with DPSS Form 2076A prior to issuance of payment. Also attached are instructions for completion of this form, attached hereto and incorporated herein by this reference as Attachment III.

2. Exhibit K, Emergency Shelter Care Admission Agreement, attached hereto and incorporated herein by this reference for request of all payments.

- 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 Attachment III.
- d. CONTRACTOR invoice estimates for May and June are due no later than the first Friday in June. Actual CONTRACTOR invoices for May and June are due no later than July 30.

A.4 CLIENT SHARE OF COST

- a. CONTRACTOR shall not charge any Client under this Agreement unless it has been determined by COUNTY that the Client has a share of cost liability.
- b. In those cases where the Client owes a share of cost, CONTRACTOR shall be responsible for collecting the share of cost from the Client.

A.5 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.6 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.

A.7 CONSUMER PRICE INDEX

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

B.1 OBJECTIVE

The objective of this Agreement is to provide the highest quality of care for Elderly and Dependent Adults throughout Riverside County needing Temporary Emergency Shelter Services.

B.2 DPSS RESPONSIBILITIES

DPSS shall:

- A. Verify that the Contractor's Care Facility's License is in good standing with Community Care Licensing (CCL).
- B. Understand that the State of California, Department of Social Services, Community Care Licensing Division remains the ultimate authority for establishing regulations and enforcing compliance for providers.
- C. Ensure the terms of this Agreement are met and are consistent with the provisions contained in California Code of Regulations Title 22, Division 6, Chapter 1, 6 and 8 under the authority of the State of California, Health and Human Services Agency, and the Department of Social Services Community Care Licensing Division.
- D. Refer Elderly and/or Dependent Adults to the CONTRACTOR for Temporary Emergency Shelter Services, on an as-needed basis. DPSS reserves the right to decide if Clients will be housed with the CONTRACTOR are appropriate and does not guarantee that Clients will be housed with the CONTRACTOR.
- E. Provide CONTRACTOR with as much complete and accurate information as is available to DPSS, and include, at minimum, the DPSS 2173 Emergency Shelter Care Admission Agreement, Exhibit K, at the time of temporary housing. Exhibit K is attached hereto and incorporated herein by this reference.
- F. During the intake process, share known information with CONTRACTOR the initial temporary housing regarding medical, dental, vision, and psychological status and provide updated information to CONTRACTOR while the Client is housed at the Facility.
- G. In conjunction with CONTRACTOR, develop a Needs and Services Plan, Exhibit M, prior to Client admission, to enable Client safety in preparation for transition to permanent housing. Exhibit M is attached hereto and incorporated herein by this reference.
- H. Review form DPSS 2173 with the Client and ensure the Client understands the form and email a copy of the form to [DPSS ASD Contract Support@rivco.org](mailto:DPSS_ASD_Contract_Support@rivco.org).
- I. DPSS may monitor the performance of CONTRACTOR in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of CONTRACTOR through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and CONTRACTOR self-monitoring.
- J. Pay the occupied bed rate for the term of the stay, if a DPSS Client chooses to be housed at this facility. If there are other beds available for approved Clients after a Client chooses to be housed, and DPSS refers additional Clients, then DPSS will pay the bed rate for beds occupied.

- K. Ensure that the Contractor is paid only for the days of care provided to Elderly and/or Dependent Adults temporarily housed by DPSS and take immediate action upon the discovery of an overpayment or underpayment.

B.3 CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall:

A. ADMINISTRATIVE

1. Certify that the Contractor's Care Facility is in compliance with California Department of Social Services (CDSS) Community Care Licensing Division regulations, Title 22.
2. Ensure the terms of this Agreement are met, and facility remains compliant with the provisions contained in California Code of Regulations Title 22, Division 6, Chapter 1, 6 and 8 under the authority of the State of California, Health and Human Services Agency, and the Department of Social Services Community Care Licensing Division.
3. Accept Client referrals within one (1) business day from all areas of Riverside County, as referred by DPSS.
4. Accept an approved Client who is an Elderly or Dependent Adult that has a new or existing APS case.
5. Provide 24-hour board and care services in a protective environment, on an as-needed basis, under the following conditions:
 - a. Respond to calls within two (2) hours of initial contact from DPSS Social Workers', or other DPSS Staff.
 - b. Be available to accept the Client within a maximum of two (2) hours after Social Worker contact, and confirmation that space is available.
6. Meet all policies and regulatory admission requirements set by the State of California Community Care Licensing (CCL) Agency.
7. Clients admitted under the Temporary Emergency Shelter Services will have a completed medical assessment, including verifying results from a TB test, and can be temporarily housed in a non-private room.
8. Allow DPSS staff access to Clients temporarily housed at all times, with or without an appointment, and provide a private meeting space to Client and DPSS staff upon request.
9. Communicate specific needs or concerns about the Client with the Social Worker, including additional service(s) the Facility may have provided.
10. Contact the social worker immediately if the Client is admitted to the hospital. Beds will not be held for DPSS Clients. Upon hospital discharge, if the social worker determines that readmission is necessary, this will result in a new admission.
11. Not displace a current resident to accommodate placing a DPSS Client under this Agreement.
12. Operate continuously through the term of this Agreement with the personnel, services, facilities, equipment, and supplies as are necessary to perform services to CCL standards.

13. Retain qualified staff members, as determined by CCL, who are able to perform services for Clients, in accordance with all applicable statues and regulations.
14. Maintain Client files containing all necessary information associated with each Client, including but not limited to, the following health and safety-related forms:

Mandatory Forms – Upon Intake/Admission (RCFE only):

- a. Exhibit A – LIC 603A Resident Appraisal
- b. Exhibit B – LIC 625 Appraisal/Needs and Services Plan
- c. Exhibit C – LIC 602A Physician's Report for Residential Care Facilities for the Elderly (RCFE)
- d. Exhibit D – LIC 601 Identification and Emergency Information
- e. Exhibit E – LIC 622 Centrally Stored Medication and Destruction Record
- f. Exhibit F – LIC 627C Consent for Emergency Medical Treatment
- g. Exhibit I – LIC 613C Personal Rights Residential Care Facilities for the Elderly
- h. Exhibit J – LIC 9172 Functional Capability Assessment

Mandatory Form – As Needed Upon an Incident:

- a. Exhibit G – LIC 624 Unusual Incident/Injury Report
- b. Exhibit H – LIC 624A Death Report

B. INTAKE/ADMISSION

1. Provide confirmation/verification to DPSS staff regarding the remaining availability of non-occupied bed(s) for the CCL category of the potential DPSS Client.
2. Receive the DPSS Client with the Emergency Shelter Care Admission Agreement (DPSS 2173), Exhibit K, directly from DPSS.
3. Verify DPSS approval (DPSS 2173 or verbal) from a DPSS supervisor or manager for the designated temporary housing in a Residential Care Facility for the Elderly (RCFE). If verbal approval, verify receipt of the DPSS 2173 within three (3) days of temporary housing.
4. Sign DPSS 2173 and send completed form to DPSS Administration within five (5) calendar days of Client's admission.
5. Upon Client arrival and while the social worker is still at the Facility, complete a Client assessment using the following CCL forms:
 - a. Pre-Placement Appraisal Information (LIC 603A), Exhibit A
 - b. Centrally Stored Medication and Destruction (LIC 622), Exhibit E
6. In conjunction with DPSS, complete a Needs and Services Plan, Exhibit M prior to Client admission, to enable Client safety in preparation for transition to permanent housing. The Contractor shall use Client information from the DPSS 2173, LIC 603A, LIC 622, and LIC 627C (Exhibits K, A, E and F).
7. Allow DPSS social workers to accompany Clients upon their admittance into the Facility and allow the DPSS social worker to remain with the Client until the Client is familiar with the new surrounding and the Contractor's staff.

C. OCCUPANCY

1. Allow shelter and occupancy of Clients not to exceed thirty (30) days.
2. Retain the Client up to an additional thirty (30) day extension if DPSS deems it necessary to extend. Two additional extensions of thirty (30) days may be made, up to one-hundred twenty (120) total days and must be approved by both a Social Services Supervisor and a DPSS Manager. Stays beyond one-hundred twenty (120) days must be mutually agreed upon in writing by Contractor and DPSS.
3. Contact the DPSS liaison if Contractor has not received a written extension approval five (5) calendar days prior to the expiration of the approved occupancy period.
4. Upon approval, two (2) copies of the extension portion of the DPSS 2173 (Exhibit K) will be forwarded to the Contractor. The Contractor must give one (1) copy to the Client and retain one (1) copy in the Client's care file/record.

D. BASIC CLIENT SERVICES

The Contractor shall provide the Basic Services during occupancy, including but not limited to:

1. Lodging (Non-Ambulatory Beds).
2. Three Nutritious Meals, as per the USDA My Plate Tool Guidelines Exhibit L, attached hereto and incorporated herein by this reference daily (unless a special diet is prescribed by a physician), to include, but not be limited to:
 - a. Half plate fruits and vegetables
 - b. Half plate whole grains
 - c. Low-fat or fat-free dairy
 - d. Protein
3. Laundry service
4. Cleaning of the Client's room, including making sure hazardous materials are away from Client.
5. Maintaining a comfortable and suitable bed, and changing linens weekly or more often, as required, based on the Client's condition and CCL requirements.
6. Transportation to and from medical and dental appointments and shelter destinations within Riverside County. Any destination outside of Riverside County must be approved by DPSS social service supervisor/manager.
7. Accompaniment/supervision of Clients on medical and dental office visits.
8. Adherence to all medical and nutritional directions provided by a physician.
9. Providing a planned activity program including the arrangement of utilization of available community resources, i.e. fitness and social activities, as Clients are able and willing to participate.
10. Continuous observation, care, and supervision as required per the medical evaluation or the DPSS-provided functioning level of the Client.
11. Daily, or more frequent, assistance with hygiene and personal needs including, but no limited to, bowel and bladder care.

E. EMERGENCIES/CHANGES IN CLIENT HEALTH

1. Take steps to get all Emergency Medical Conditions/situations under control, call 911 if Contractor deems necessary, then notify DPSS by phone within twenty-four (24) hours.
2. Obtain DPSS social worker or supervisor approval by email prior to contacting Client's family or any other person/agencies regarding Client needs, if not directly connected to the social worker's service plan.
3. Notify the DPSS social worker or supervisor by phone or email within twenty-four (24) hours of any and all changes in the Client's health, behavior, or observable change in appearance, or hospitalization of the Client.
4. Document all changes in condition, emergency calls and calls/notifications to DPSS in the case notes of the Client file.

F. JOINT OPERATION MEETING

1. CONTRACTOR shall participate in Joint Operation Meetings (JOMs) as requested.
2. CONTRACTOR shall be prepared to present updates at the meetings upon request.

G. REPORTING

1. CONTRACTOR shall send the DPSS 2172 Shelter Care Billing Report, Exhibit N via an encrypted email by the 20th of every month following the service month. CONTRACTOR shall send the encrypted email to DPSS_ASD_Contract_Support@rivco.org. Exhibit N is attached hereto and incorporated herein by this reference.
2. The report shall include, but is not limited to:
 - a. Client name
 - b. Client Social Security number
 - c. Confirmation of the DPSS Supervisor Signature on the DPSS 2173
 - d. Social Worker name
 - e. Client start date
 - f. Client end date
 - g. Number of days services
 - h. Daily rate
 - i. Total amount billed

HIPAA Business Associate Agreement
Addendum to Contract
Between the County of Riverside and Vista Montana Senior Living Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of (the DPSS-0004089 ("Underlying Agreement")) between the County of Riverside ("County") and Vista Montana Senior Living 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;

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

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

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

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

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

3. Prohibited Uses and Disclosures.

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

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

4. Obligations of County.

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

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

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

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

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - (3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

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

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

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- 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: _____

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

Vista Montana Senior Living 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.

Date

Director's Signature

155 N. Girard St.
Hemet, CA 92544

Address of Vendor/Recipient

(08/13/01)

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

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

From: Vista Montana
Remit to Name

Address

City, State and Zip Code

Contract 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) = (\$) _____

Any questions regarding this request should be directed to and authorized by:

Name Phone Number

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

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

MRU Authorization Date

Amount Authorized

Invoice Number

PO Number

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" "City, State, and Zip Code"

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

"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.

EXHIBIT A

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
COMMUNITY CARE LICENSING

RESIDENT APPRAISAL
Residential Care Facilities For The Elderly

NOTE: This information may be obtained from the Prospective Resident, or his/her responsible person. This form is not a substitute for the Physician's Report (LIC 602).

| | |
|------------------|-----|
| APPLICANT'S NAME | AGE |
|------------------|-----|

HEALTH (Describe overall health condition including any dietary limitations)

PHYSICAL DISABILITIES (Describe any physical limitations including vision, hearing or speech)

MENTAL CONDITION (Specify extent of any symptoms of confusion, forgetfulness; participation in social activities (i.e., active or withdrawn))

HEALTH HISTORY (List currently prescribed medications and major illnesses, surgery, accidents; specify whether hospitalized and length of hospitalization in last 5 years)

SOCIAL FACTORS (Describe likes and dislikes, interests and activities)

BED STATUS (An exception must be obtained to admit or retain a resident who will be temporarily bedridden more than 14 days. Permanently bedridden residents are prohibited).

| | | |
|--|--|---------|
| <input type="checkbox"/> OUT OF BED ALL DAY | <input type="checkbox"/> IN BED MOST OF THE TIME | COMMENT |
| <input type="checkbox"/> IN BED PART OF THE TIME | <input type="checkbox"/> IN BED ALL OF THE TIME | |

TUBERCULOSIS INFORMATION

| | | |
|--|--------------------------------|-----------------------------------|
| ANY HISTORY OF TUBERCULOSIS IN APPLICANT'S FAMILY? | DATE OF TB TEST / TYPE OF TEST | <input type="checkbox"/> POSITIVE |
| <input type="checkbox"/> YES <input type="checkbox"/> NO | | <input type="checkbox"/> NEGATIVE |
| ANY RECENT EXPOSURE TO ANYONE WITH TUBERCULOSIS? | ACTION TAKEN (IF POSITIVE) | |
| <input type="checkbox"/> YES <input type="checkbox"/> NO | | |

GIVE DETAILS

AMBULATORY STATUS (this person is ambulatory nonambulatory)

Ambulatory means able to demonstrate the mental and physical ability to leave a building without the assistance of a person or the use of a mechanical device other than a cane. An ambulatory person must be able to do the following:

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Able to walk without any physical assistance (e.g., walker, crutches, other person), or able to walk with a cane. |
| <input type="checkbox"/> | <input type="checkbox"/> | Mentally and physically able to follow signals and instructions for evacuation. |
| <input type="checkbox"/> | <input type="checkbox"/> | Able to use evacuation routes including stairs if necessary. |
| <input type="checkbox"/> | <input type="checkbox"/> | Able to evacuate reasonably quickly (e.g., walk directly the route without hesitation). |

FUNCTIONAL CAPABILITIES (Check all items below)

- | YES | NO | | | |
|--------------------------|--------------------------|--|------------------------------|-----------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Active, requires no personal help of any kind - able to go up and down stairs easily | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Active, but has difficulty climbing or descending stairs | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Uses brace or crutch | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Frail or slow | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Uses walker. If Yes, can get in and out unassisted? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> | <input type="checkbox"/> | Uses wheelchair. If Yes, can get in and out unassisted? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> | <input type="checkbox"/> | Requires grab bars in bathroom | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: (Describe) | | |

SERVICES NEEDED (Check items and explain)

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Help in transferring in and out of bed/turning in bed or chair (specify) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with bathing _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with dressing, hair care, and personal hygiene (specify) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Does prospective resident desire and is he/she capable of doing own personal laundry and other household tasks? (specify) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with moving about the facility _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with eating (need for adaptive devices or assistance from another person) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Special diet/observation of food intake _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Toileting, including assistance equipment, or assistance of another person (specify) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Continence, bowel or bladder control. Are assistive devices such as a catheter required? _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with medication _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Needs special observation/night supervision (due to confusion, forgetfulness, wandering) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help in managing own cash resources _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help in participating in activity programs _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Special medical attention _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Assistance in incidental health and medical care _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Other "Services Needed" not identified above _____ |

Is there any additional information which would assist the facility in determining applicant's suitability for admission? Yes No
 If Yes, please attach comments on separate sheet.

TO THE BEST OF MY KNOWLEDGE, I/THE ABOVE PERSON DO/DOES NOT NEED SKILLED NURSING CARE.

| | |
|--|----------------|
| SIGNATURE OF APPLICANT OR RESPONSIBLE PERSON | DATE COMPLETED |
| SIGNATURE OF LICENSEE OR DESIGNATED REPRESENTATIVE | DATE COMPLETED |

EXHIBIT B

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
COMMUNITY CARE LICENSING

APPRAISAL/NEEDS AND SERVICES PLAN

| | | | | |
|--|---------------|-----|--|---|
| CLIENT'S/RESIDENT'S NAME | DATE OF BIRTH | AGE | SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE | DATE |
| FACILITY NAME | ADDRESS | | | CHECK TYPE OF NEEDS AND SERVICES PLAN <input type="checkbox"/> ADMISSION <input type="checkbox"/> UPDATE |
| PERSON(S) OR AGENCY(IES) REFERRING CLIENT/RESIDENT FOR PLACEMENT | | | FACILITY LICENSE NUMBER | TELEPHONE NUMBER () |

Licensing regulations require that an appraisal of needs be completed for specific clients/residents to identify individual needs and develop a service plan for meeting those needs. If the client/resident is accepted for placement the staff person responsible for admission shall jointly develop a needs and services plan with the client/resident and/or client's/resident's authorized representative referral agency/person, physician, social worker or other appropriate consultant. Additionally, the law requires that the referral agency/person inform the licensee of any dangerous tendencies of the client/resident.

NOTE: For Residential Care Facilities for the Elderly, this form is not required at the time of admission but must be completed if it is determined that an elderly resident's needs have not been met.

BACKGROUND INFORMATION: Brief description of client's/resident's medical history/ emotional, behavioral, and physical problems; functional limitations; physical and mental; functional capabilities; ability to handle personal cash resources and perform simple homemaking tasks; client's/resident's likes and dislikes.

| NEEDS | OBJECTIVE/PLAN | TIME FRAME | PERSON(S) RESPONSIBLE FOR IMPLEMENTATION | METHOD OF EVALUATING PROGRESS |
|--|----------------|------------|--|-------------------------------|
| SOCIALIZATION — Difficulty in adjusting socially and unable to maintain reasonable personal relationships | | | | |
| | | | | |
| EMOTIONAL — Difficulty in adjusting emotionally | | | | |
| | | | | |

| NEEDS | OBJECTIVE/PLAN | TIME FRAME | PERSON(S) RESPONSIBLE FOR IMPLEMENTATION | METHOD OF EVALUATING PROGRESS |
|--|----------------|------------|--|-------------------------------|
| MENTAL — Difficulty with intellectual functioning including inability to make decisions regarding daily living. | | | | |
| | | | | |
| PHYSICAL/HEALTH — Difficulties with physical development and poor health habits regarding body functions. | | | | |
| | | | | |

| NEEDS | OBJECTIVE/PLAN | TIME FRAME | PERSON(S) RESPONSIBLE FOR IMPLEMENTATION | METHOD OF EVALUATING PROGRESS |
|---|----------------|------------|--|-------------------------------|
| FUNCTIONING SKILLS — Difficulty in developing and/or using independent functioning skills. | | | | |
| | | | | |

We believe this person is compatible with the facility program and with other clients/residents in the facility, and that I/we can provide the care as specified in the above objective(s) and plan(s).
TO THE BEST OF MY KNOWLEDGE THIS CLIENT/RESIDENT DOES NOT NEED SKILLED NURSING CARE.

LICENSEE(S) SIGNATURE _____ DATE _____
▶

I have reviewed and agree with the above assessment and believe the licensee(s) other person(s)/agency can provide the needed services for this client/resident

CLIENT'S/RESIDENT'S AUTHORIZED REPRESENTATIVE(S)/FACILITY SOCIAL WORKER/PHYSICIAN/OTHER APPROPRIATE CONSULTANT SIGNATURE _____ DATE _____
▶

I/We have participated in and agree to release this assessment to the licensee(s) with the condition that it will be held confidential.

CLIENT'S/RESIDENT'S OR CLIENT'S/RESIDENT'S AUTHORIZED REPRESENTATIVE(S) SIGNATURE _____ DATE _____
▶

EXHIBIT C

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

PHYSICIAN'S REPORT FOR RESIDENTIAL CARE FACILITIES FOR THE ELDERLY (RCFE)

I. FACILITY INFORMATION *(To be completed by the licensee/designee)*

| | | | |
|---------------------|------------------------|----------------------------|----------|
| 1. NAME OF FACILITY | | 2. TELEPHONE () | |
| 3. ADDRESS | | CITY | ZIP CODE |
| 4. LICENSEE'S NAME | 5. TELEPHONE () | 6. FACILITY LICENSE NUMBER | |

II. RESIDENT/PATIENT INFORMATION *(To be completed by the resident/resident's responsible person)*

| | | |
|---------|---------------|--------|
| 1. NAME | 2. BIRTH DATE | 3. AGE |
|---------|---------------|--------|

III. AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

(To be completed by resident/resident's legal representative)

I hereby authorize release of medical information in this report to the facility named above.

1. SIGNATURE OF RESIDENT AND/OR RESIDENT'S LEGAL REPRESENTATIVE

| | |
|------------|---------|
| 2. ADDRESS | 3. DATE |
|------------|---------|

IV. PATIENT'S DIAGNOSIS *(To be completed by the physician)*

NOTE TO PHYSICIAN: The person named above is either a resident or prospective resident of a residential care facility for the elderly licensed by the Department of Social Services. The license requires the facility to provide primarily non-medical care and supervision to meet the needs of that person. THESE FACILITIES DO NOT PROVIDE SKILLED NURSING CARE. The information that you provide about this person is required by law to assist in determining whether the person is appropriate for care in this non-medical facility. It is important that all questions be answered.
(Please attach separate pages if needed.)

| | | | | |
|-----------------|--------|-----------|-----------|-------------------|
| 1. DATE OF EXAM | 2. SEX | 3. HEIGHT | 4. WEIGHT | 5. BLOOD PRESSURE |
|-----------------|--------|-----------|-----------|-------------------|

6. TUBERCULOSIS (TB) TEST

| | | | |
|-----------------------|----------------------|--------------------|---|
| a. Date TB Test Given | b. Date TB Test Read | c. Type of TB Test | d. Please Check if TB Test is: <input type="checkbox"/> Negative <input type="checkbox"/> Positive |
|-----------------------|----------------------|--------------------|---|

e. Results: mm _____ f. Action Taken (if positive): _____

g. Chest X-ray Results: _____

h. Please Check One of the Following:

Active TB Disease Latent TB Infection No Evidence of TB Infection or Disease

7. PRIMARY DIAGNOSIS:

- a. Treatment/medication (type and dosage)/equipment:
- b. Can patient manage own treatment/medication/equipment? Yes No
- c. If not, what type of medical supervision is needed?

8. SECONDARY DIAGNOSIS(ES):

- a. Treatment/medication (type and dosage)/equipment:
- b. Can patient manage own treatment/medication/equipment? Yes No
- c. If not, what type of medical supervision is needed?

9. CHECK IF APPLICABLE TO 7 OR 8 ABOVE:

- Mild Cognitive Impairment: Refers to people whose cognitive abilities are in a "conditional state" between normal aging and dementia.
- Dementia: The loss of intellectual function (such as thinking, remembering, reasoning, exercising judgement and making decisions) and other cognitive functions, sufficient to interfere with an individual's ability to perform activities of daily living or to carry out social or occupational activities.

10. CONTAGIOUS/INFECTIOUS DISEASE:

- a. Treatment/medication (type and dosage)/equipment:
- b. Can patient manage own treatment/medication/equipment? Yes No
- c. If not, what type of medical supervision is needed?

11. ALLERGIES:

- a. Treatment/medication (type and dosage)/equipment:

- b. Can patient manage own treatment/medication/equipment? Yes No
- c. If not, what type of medical supervision is needed?

12. OTHER CONDITIONS:

- a. Treatment/medication (type and dosage)/equipment:

- b. Can patient manage own treatment/medication/equipment? Yes No
- c. If not, what type of medical supervision is needed?

| 13. PHYSICAL HEALTH STATUS | YES | NO | ASSISTIVE DEVICE (If applicable) | EXPLAIN |
|--|-----|----|-------------------------------------|---------|
| a. Auditory Impairment | | | | |
| b. Visual Impairment | | | | |
| c. Wears Dentures | | | | |
| d. Wears Prosthesis | | | | |
| e. Special Diet | | | | |
| f. Substance Abuse Problem | | | | |
| g. Use of Alcohol | | | | |
| h. Use of Cigarettes | | | | |
| i. Bowel Impairment | | | | |
| j. Bladder Impairment | | | | |
| k. Motor Impairment/Paralysis | | | | |
| l. Requires Continuous Bed Care | | | | |
| m. History of Skin Condition or Breakdown | | | | |

| 14. MENTAL CONDITION | YES | NO | EXPLAIN |
|--|------------|-----------|----------------|
| a. Confused/Disoriented | | | |
| b. Inappropriate Behavior | | | |
| c. Aggressive Behavior | | | |
| d. Wandering Behavior | | | |
| e. Sundowning Behavior | | | |
| f. Able to Follow Instructions | | | |
| g. Depressed | | | |
| h. Suicidal/Self-Abuse | | | |
| i. Able to Communicate Needs | | | |
| j. At Risk if Allowed Direct Access to Personal Grooming and Hygiene Items | | | |
| k. Able to Leave Facility Unassisted | | | |
| 15. CAPACITY FOR SELF-CARE | YES | NO | EXPLAIN |
| a. Able to Bathe Self | | | |
| b. Able to Dress/Groom Self | | | |
| c. Able to Feed Self | | | |
| d. Able to Care for Own Toileting Needs | | | |
| e. Able to Manage Own Cash Resources | | | |
| 16. MEDICATION MANAGEMENT | YES | NO | EXPLAIN |
| a. Able to Administer Own Prescription Medications | | | |
| b. Able to Administer Own Injections | | | |
| c. Able to Perform Own Glucose Testing | | | |
| d. Able to Administer Own PRN Medications | | | |
| e. Able to Administer Own Oxygen | | | |
| f. Able to Store Own Medications | | | |

17. AMBULATORY STATUS:

a. 1. This person is able to independently transfer to and from bed: Yes No

2. For purposes of a fire clearance, this person is considered:

Ambulatory Nonambulatory Bedridden

Nonambulatory: A person who is unable to leave a building unassisted under emergency conditions. It includes any person who is unable, or likely to be unable, to physically and mentally respond to a sensory signal approved by the State Fire Marshal, or to an oral instruction relating to fire danger, and/or a person who depend upon mechanical aids such as crutches, walkers, and wheelchairs.

Note: A person who is unable to independently transfer to and from bed, but who does not need assistance to turn or reposition in bed, shall be considered non-ambulatory for the purposes of a fire clearance.

Bedridden: For the purpose of a fire clearance, this means a person who requires assistance with turning or repositioning in bed.

b. If resident is nonambulatory, this status is based upon:

Physical Condition Mental Condition Both Physical and Mental Condition

c. If a resident is bedridden, check one or more of the following and describe the nature of the illness, surgery or other cause:

Illness: _____

Recovery from Surgery: _____

Other: _____

NOTE: An illness or recovery is considered temporary if it will last 14 days or less.

d. If a resident is bedridden, how long is bedridden status expected to persist?

1. _____ (number of days)

2. _____ (estimated date illness or recovery is expected to end or when resident will no longer be confined to bed)

3. If illness or recovery is permanent, please explain: _____

EXHIBIT D

STATE OF CALIFORNIA
HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
COMMUNITY CARE LICENSING DIVISION

**IDENTIFICATION AND
EMERGENCY INFORMATION**

This information is required under the H & S Code and the regulations of the Department to be maintained on every person admitted to a community care facility, to be readily available to the person in charge, but not accessible to unauthorized persons. All information must be kept current. See other side for additional information required for residential facilities for children.

A. ALL FACILITIES [EXCEPT CHILD CARE CENTER/FAMILY CHILD CARE HOME COMPLETES LIC 700]

| | | | | | |
|--|----------------------------|-----------------------------------|---------------|------------------|-----|
| 1 NAME OF CLIENT OR CHILD | | SOCIAL SECURITY NUMBER (OPTIONAL) | DATE OF BIRTH | AGE | SEX |
| 2 RESPONSIBLE PERSON OR PLACEMENT AGENCY | | ADDRESS | | TELEPHONE () | |
| 3 NAME OF NEAREST RELATIVE (OPTIONAL) | RELATIONSHIP | ADDRESS | | TELEPHONE () | |
| 4 DATE ADMITTED TO FACILITY | ADDRESS PRIOR TO ADMISSION | | | | |
| 5 DATE LEFT | FORWARDING ADDRESS | | | | |
| 6 REASONS FOR LEAVING FACILITY | | | | | |

7 PERSON(S) RESPONSIBLE FOR FINANCIAL AFFAIRS, PAYMENT FOR CARE, LEGAL GUARDIAN, IF ANY

| NAME | ADDRESS | TELEPHONE |
|------|---------|-----------|
| | | () |
| | | () |
| | | () |

8 OTHER PERSONS TO BE NOTIFIED IN EMERGENCY

| NAME | ADDRESS | TELEPHONE |
|-----------------------------------|---------|-----------|
| a. PHYSICIAN | | () |
| b. MENTAL HEALTH PROVIDER, IF ANY | | () |
| c. DENTIST | | () |
| d. RELATIVE(S) | | () |
| e. FRIEND(S) | | () |

9 EMERGENCY HOSPITALIZATION PLAN

| | |
|--|---|
| NAME OF HOSPITAL TO BE TAKEN IN AN EMERGENCY | ADDRESS OF HOSPITAL TO BE TAKEN IN AN EMERGENCY |
| MEDICAL PLAN | MEDICAL PLAN IDENTIFICATION NUMBER |
| NAME OF DENTAL PLAN (IF ANY) | DENTAL PLAN NUMBER (IF ANY) |

10 OTHER REQUIRED INFORMATION

| | | |
|-------------------------|--|------------------|
| a. AMBULATORY STATUS | | |
| b. RELIGIOUS PREFERENCE | NAME AND ADDRESS OF CLERGYMAN OR RELIGIOUS ADVISOR, IF ANY | TELEPHONE () |
| 11 COMMENTS | | |

| | | | |
|-----------------------|-------------------------------------|-------|------|
| SIGNATURE OF RESIDENT | SIGNATURE OF PERSON COMPLETING FORM | TITLE | DATE |
|-----------------------|-------------------------------------|-------|------|

B. RESIDENTIAL FACILITIES FOR CHILDREN
(Additional information is required by regulation for residential facilities for children.)

1 NAME OF CHILD _____

2 NAME AND ADDRESS OF PERSON TO CONTACT, IF AUTHORIZED REPRESENTATIVE IS NOT AVAILABLE _____ SPECIFY RELATIONSHIP _____ TELEPHONE NUMBER ()

3 NAME AND ADDRESS OF PARENT(S)/PARENT'S DOMESTIC PARTNER, IF KNOWN _____ TELEPHONE NUMBER ()

4 CHILD'S COURT STATUS (ATTACH CUSTODY ORDERS AND AGREEMENTS WITH PARENT(S), OR PERSON(S) HAVING LEGAL CUSTODY. NOTE: OPTIONAL FOR SMALL FAMILY AND FOSTER FAMILY HOMES) _____

5 **PERSON(S) WITH WHOM CHILD HAS BEEN LIVING (IF KNOWN)**

| NAME AND RELATIONSHIP | ADDRESS | TELEPHONE |
|-----------------------|---------|-----------|
| | | () |
| | | () |
| | | () |

6 **VISITATION RESTRICTIONS (BY COURT ORDER OR AUTHORIZED REPRESENTATIVE)**

| PERSON(S) NOT AUTHORIZED TO VISIT CHILD | | PERSON(S) NOT AUTHORIZED TO VISIT CHILD | |
|---|--------------|---|--------------|
| NAME | RELATIONSHIP | NAME | RELATIONSHIP |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

7 **FAMILY RESIDENCE VISITATION RESTRICTIONS**

SPECIFY, IF ANY _____

8 **ALL PERSONS AUTHORIZED TO REMOVE CHILD FROM HOME**

| NAME | RELATIONSHIP | SPECIFY CONDITIONS |
|------|--------------|--------------------|
| | | |
| | | |
| | | |
| | | |

9 **TELEPHONE ACCESS**

| | |
|--|-----------------------------|
| MAKE AND RECEIVE CONFIDENTIAL CALLS <input type="checkbox"/> YES <input type="checkbox"/> NO (BY COURT ORDER) | IF NO, SPECIFY RESTRICTIONS |
| | |
| | |

10 COMMENTS _____

EXHIBIT F

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
COMMUNITY CARE LICENSING

**CONSENT FOR EMERGENCY MEDICAL TREATMENT-
Adult and Elderly Residential Facilities**

AS THE CLIENT, AUTHORIZED REPRESENTATIVE OR CONSERVATOR, I HEREBY GIVE CONSENT TO

FACILITY NAME TO PROVIDE ALL EMERGENCY MEDICAL OR DENTAL CARE
PRESCRIBED BY A DULY LICENSED PHYSICIAN (M.D.) OSTEOPATH (D.O.) OR DENTIST (D.D.S.) FOR

NAME . THIS CARE MAY BE GIVEN UNDER WHATEVER
CONDITIONS ARE NECESSARY TO PRESERVE THE LIFE, LIMB OR WELL BEING OF THE INDIVIDUAL NAMED
ABOVE.

CLIENT HAS THE FOLLOWING MEDICATION ALLERGIES:

DATE CLIENT/AUTHORIZED REPRESENTATIVE/CONSERVATOR SIGNATURE
(CIRCLE APPROPRIATE TITLE)

HOME ADDRESS _____

HOME PHONE () WORK PHONE ()

LIC 627C (ENG/SP) (4/00) (CONFIDENTIAL)

EXHIBIT G

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
COMMUNITY CARE LICENSING DIVISION

UNUSUAL INCIDENT/INJURY REPORT

INSTRUCTIONS : NOTIFY LICENSING AGENCY, PLACEMENT AGENCY AND RESPONSIBLE PERSONS, IF ANY, BY NEXT WORKING DAY.

SUBMIT WRITTEN REPORT WITHIN 7 DAYS OF OCCURRENCE.

RETAIN COPY OF REPORT IN CLIENT'S FILE.

| | | |
|------------------|----------------------|----------------------------|
| NAME OF FACILITY | FACILITY FILE NUMBER | TELEPHONE NUMBER () |
| ADDRESS | CITY, STATE, ZIP | |

| CLIENTS/RESIDENTS INVOLVED | DATE OCCURRED | AGE | SEX | DATE OF ADMISSION |
|----------------------------|---------------|-----|-----|-------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

TYPE OF INCIDENT

- | | | | | |
|--|---|--|---|---|
| <input type="checkbox"/> Unauthorized Absence | <input type="checkbox"/> Alleged Client Abuse | <input type="checkbox"/> Rape | <input type="checkbox"/> Injury-Accident | <input type="checkbox"/> Medical Emergency |
| <input type="checkbox"/> Aggressive Act/Self | <input type="checkbox"/> Sexual | <input type="checkbox"/> Pregnancy | <input type="checkbox"/> Injury-Unknown Origin | <input type="checkbox"/> Other Sexual Incident |
| <input type="checkbox"/> Aggressive Act/Another Client | <input type="checkbox"/> Physical | <input type="checkbox"/> Suicide Attempt | <input type="checkbox"/> Injury-From another Client | <input type="checkbox"/> Theft |
| <input type="checkbox"/> Aggressive Act/Staff | <input type="checkbox"/> Psychological | <input type="checkbox"/> Other | <input type="checkbox"/> Injury-From behavior episode | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Aggressive Act/Family, Visitors | <input type="checkbox"/> Financial | | <input type="checkbox"/> Epidemic Outbreak | <input type="checkbox"/> Property Damage |
| <input type="checkbox"/> Alleged Violation of Rights | <input type="checkbox"/> Neglect | | <input type="checkbox"/> Hospitalization | <input type="checkbox"/> Other (<i>explain</i>) |

DESCRIBE EVENT OR INCIDENT (INCLUDE DATE, TIME, LOCATION, PERPETRATOR, NATURE OF INCIDENT, ANY ANTECEDENTS LEADING UP TO INCIDENT AND HOW CLIENTS WERE AFFECTED, INCLUDING ANY INJURIES)

PERSON(S) WHO OBSERVED THE INCIDENT/INJURY

EXPLAIN WHAT IMMEDIATE ACTION WAS TAKEN (INCLUDE PERSONS CONTACTED)

OVER

EXHIBIT H

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
COMMUNITY CARE LICENSING DIVISION

DEATH REPORT

LICENSEE MUST REPORT THE DEATH OF A CLIENT OF ANY CAUSE, REGARDLESS OF WHERE THE DEATH OCCURRED.

INSTRUCTIONS: NOTIFY LICENSING AGENCY, PLACEMENT AGENCY AND RESPONSIBLE PERSONS, IF ANY, BY NEXT WORKING DAY.
SUBMIT WRITTEN REPORT WITHIN 7 DAYS OF OCCURRENCE
RETAIN COPY OF REPORT IN CLIENT'S FILE.

| | | |
|----------------------|----------------------|-----------------------------|
| NAME OF FACILITY | FACILITY FILE NUMBER | TELEPHONE NUMBER () |
| ADDRESS | CITY, STATE, ZIP | |
| CLIENT'S NAME | D.O.B. | SEX |
| | | DATE OF ADMISSION |

| | |
|------------------------|----------------|
| DATE AND TIME OF DEATH | PLACE OF DEATH |
|------------------------|----------------|

DESCRIBE IMMEDIATE CAUSE OF DEATH (IF CORONER REPORT MADE, SEND COPY WITHIN 30 DAYS):

DESCRIBE CONDITIONS PRIOR TO OR CONTRIBUTING TO DEATH:

EXPLAIN WHAT IMMEDIATE ACTION WAS TAKEN (INCLUDE PERSONS CONTACTED):

MEDICAL TREATMENT NECESSARY? YES NO IF YES, GIVE NATURE OF TREATMENT:

| | |
|-----------------------------|------------------------------|
| NAME OF ATTENDING PHYSICIAN | NAME OF MORTICIAN |
| REPORT SUBMITTED BY: | REPORT REVIEWED/APPROVED BY: |
| NAME AND TITLE | NAME AND TITLE |
| DATE | DATE |

AGENCIES/INDIVIDUALS NOTIFIED (SPECIFY NAME AND TELEPHONE NUMBER)

LICENSING _____ ADULT/CHILD PROTECTIVE SERVICES _____

LONG TERM CARE OMBUDSMAN _____ PARENT/GUARDIAN/CONSERVATOR _____

LAW ENFORCEMENT _____ PLACEMENT AGENCY _____

LIC 624A (7/99)

Exhibit I

PERSONAL RIGHTS
RESIDENTIAL CARE FACILITIES FOR THE ELDERLY

Explanation: Each resident shall have rights which include, but are not limited to, the following:

- (1) To be accorded dignity in his/her personal relationships with staff, residents, and other persons.
- (2) To be accorded safe, healthful and comfortable accommodations, furnishings and equipment.
- (3) To be free from corporal or unusual punishment, humiliation, intimidation, mental abuse, or other actions of a punitive nature, such as withholding of monetary allowances or interfering with daily living functions such as eating or sleeping patterns or elimination.
- (4) To be informed by the licensee of the provisions of law regarding complaints and of procedures to confidentially register complaints, including, but not limited to, the address and telephone number of the complaint receiving unit of the licensing agency.
- (5) To have the freedom of attending religious services or activities of his/her choice and to have visits from the spiritual advisor of his/her choice. Attendance at religious services, either in or outside the facility, shall be on a completely voluntary basis.
- (6) To leave or depart the facility at any time and to not be locked into any room, building, or on facility premises by day or night. This does not prohibit the establishment of house rules, such as the locking of doors at night, for the protection of residents; nor does it prohibit, with permission of the licensing agency, the barring of windows against intruders.
- (7) To visit the facility prior to residence along with his/her family and responsible persons.
- (8) To have his/her family or responsible persons regularly informed by the facility of activities related to his/her care or services including ongoing evaluations, as appropriate to the resident's needs.
- (9) To have communications to the facility from his/her family and responsible persons answered promptly and appropriately.

- (10) To be informed of the facility's policy concerning family visits and other communications with residents. This policy shall encourage regular family involvement and provide ample opportunities for family participation in activities at the facility.
- (11) To have his/her visitors, including ombudspersons and advocacy representatives permitted to visit privately during reasonable hours and without prior notice, provided that the rights of other residents are not infringed upon.
- (12) To wear his/her own clothes; to keep and use his/her own personal possessions, including his/her toilet articles; and to keep and be allowed to spend his/her own money.
- (13) To have access to individual storage space for private use.
- (14) To have reasonable access to telephones, to both make and receive confidential calls. The licensee may require reimbursement for long distance calls.
- (15) To mail and receive unopened correspondence in a prompt manner.
- (16) To receive or reject medical care, or other services.
- (17) To receive assistance in exercising the right to vote.
- (18) To move from the facility.

Reference: California Code of Regulations - Title 22, Section 87572, Residential Care Facilities for the Elderly

EXHIBIT J

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
COMMUNITY CARE LICENSING DIVISION

FUNCTIONAL CAPABILITY ASSESSMENT

Licensees of Adult Residential and Social Rehabilitation Facilities must obtain the following information prior to placement. The Licensee can obtain this assessment information from the applicant or his/her authorized representative. Adult Day Care Facilities and Adult Day Support Centers may use this form to identify the functional ability of the applicant as required. The licensee must maintain this information in the client's file as a part of the Needs and Services Plan.

Note: Residential Care Facilities for the Elderly may use this form to assess the person's functional capabilities as required in Section 87584 of the regulations.

| | | | |
|---------------|---------------|-----|---|
| CLIENT'S NAME | DATE OF BIRTH | AGE | SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE |
|---------------|---------------|-----|---|

Check the box that most appropriately describes clients ability:

Check the box that most appropriately describes clients ability:

- BATHING:**
Does not bathe or shower self.
- Needs help with bathing or showering.
- Bathes or showers without help.
- DRESSING:**
Does not dress self.
- Needs help with dressing.
- Dresses self completely.
- TOILETING:**
Not toilet trained.
- Needs help toileting.
- Uses toilet by self.
- TRANSFERRING:**
Unable to move in and out of a bed or chair.
- Needs help to transfer.
- Is able to move in and out of a bed or chair.
- CONTINENCE:**
No bowel and/or bladder control.
- Some bowel and/or bladder control.
- Use of assistive devices, such as a catheter.
- Complete bowel and/or bladder control.
- EATING:**
Does not feed self.
- Feeds self with help from another person.
- Feeds self completely.
- GROOMING:**
Does not tend to own personal hygiene.
- Needs help with personal hygiene tasks.
- Handles own personal hygiene.

- REPOSITIONING:**
Unable to reposition.
- Repositions from side to side.
- Repositions from front to back and back to front.
- WHEELCHAIR:**
Unable to sit without support.
- Sits without support.
- Uses wheelchair.
- Needs help moving wheelchair.
- Moves wheelchair by self.
- VISION:**
Severe vision problem.
- Mild/moderate vision problem.
- Wears glasses to correct vision problem.
- No vision problem.
- HEARING:**
Severe hearing loss.
- Mild/moderate hearing loss.
- Wears hearing aid(s).
- No hearing loss.
- COMMUNICATION:**
Does not express verbally.
- Expresses by facial expressions or gestures.
- Expresses by sounds or movements.
- Expresses self verbally.
- WALKING:**
Does not walk.
- Walks with support.
- Uses walker.
- Walks well alone.

Describe client's medical history and/or conditions:

Four horizontal lines for text entry.

| | |
|-----------------------------|---------------------------------|
| List prescription medicine: | List non-prescription medicine: |
| | |
| | |
| | |

Describe mental and/or emotional status:

Four horizontal lines for text entry.

| | |
|---|--|
| Able to follow instructions? <input type="checkbox"/> YES <input type="checkbox"/> NO | Confused/disoriented? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Participates in social activities? <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> Active <input type="checkbox"/> Withdrawn |

Is there a history of behaviors resulting in harm to self or others that require supervision? YES NO
 If YES, provide date _____ and describe last occurrence:

Does he/she have ability to manage own finances and cash resources? YES NO

Is there any additional information that would assist the facility in determining client's suitability for admission? If YES, describe: YES NO

| | |
|---|----------------|
| SIGNATURE OF APPLICANT OR AUTHORIZED REPRESENTATIVE | DATE COMPLETED |
| SIGNATURE OF LICENSEE OR FACILITY REPRESENTATIVE | DATE COMPLETED |

AMBULATORY STATUS (this person is ambulatory nonambulatory)

Ambulatory means able to demonstrate the mental and physical ability to leave a building without the assistance of a person or the use of a mechanical device. An ambulatory person must be able to do the following:

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Able to walk without any physical assistance (e.g., walker, crutches, other person), or able to walk with a cane. |
| <input type="checkbox"/> | <input type="checkbox"/> | Mentally and physically able to follow signals and instructions for evacuation. |
| <input type="checkbox"/> | <input type="checkbox"/> | Able to use evacuation routes including stairs if necessary. |
| <input type="checkbox"/> | <input type="checkbox"/> | Able to evacuate reasonably quickly (e.g., walk directly the route without hesitation). |

FUNCTIONAL CAPABILITIES (Check all items below)

- | YES | NO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Active, requires no personal help of any kind - able to go up and down stairs easily |
| <input type="checkbox"/> | <input type="checkbox"/> | Active, but has difficulty climbing or descending stairs |
| <input type="checkbox"/> | <input type="checkbox"/> | Uses brace or crutch |
| <input type="checkbox"/> | <input type="checkbox"/> | Feeble or slow |
| <input type="checkbox"/> | <input type="checkbox"/> | Uses walker. If Yes, can get in and out unassisted? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> | <input type="checkbox"/> | Uses wheelchair. If Yes, can get in and out unassisted? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> | <input type="checkbox"/> | Requires grab bars in bathroom |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: (Describe) |

SERVICES NEEDED (Check items and explain)

- | YES | NO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Help in transferring in and out of bed and dressing _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with bathing, hair care, personal hygiene _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Does client desire and is client capable of doing own personal laundry and other household tasks (specify) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with moving about the facility _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with eating (need for adaptive devices or assistance from another person) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Special diet/observation of food intake _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Toileting, including assistance equipment, or assistance of another person _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Continence, bowel or bladder control. Are assistive devices such as a catheter required? _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help with medication _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Needs special observation/night supervision (due to confusion, forgetfulness, wandering) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help in managing own cash resources _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Help in participating in activity programs _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Special medical attention _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Assistance in incidental health and medical care _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Other "Services Needed" not identified above _____ |

Is there any additional information which would assist the facility in determining applicant's suitability for admission? Yes No

If Yes, please attach comments on separate sheet.

To the best of my knowledge; I (the above person) do not need skilled nursing care.

| | |
|---|----------------------|
| SIGNATURE _____ | DATE COMPLETED _____ |
| APPLICANT (CLIENT) OR AUTHORIZED REPRESENTATIVE | |
| SIGNATURE _____ | DATE COMPLETED _____ |
| LICENSEE OR DESIGNATED REPRESENTATIVE | DATE COMPLETED _____ |

Ambulatory status of client/resident:

1. This person is able to independently transfer to and from bed: Yes No

2. For purposes of a fire clearance, this person is considered:

Ambulatory Nonambulatory Bedridden

Nonambulatory: A person who is unable to leave a building unassisted under emergency conditions. It includes any person who is unable, or likely to be unable, to physically and mentally respond to a sensory signal approved by the State Fire Marshal, or to an oral instruction relating to fire danger, and persons who depend upon mechanical aids such as crutches, walkers, and wheelchairs.

Note: A person who is unable to independently transfer to and from bed, but who does not need assistance to turn or reposition in bed, shall be considered non-ambulatory for the purposes of a fire clearance.

Bedridden: For the purpose of a fire clearance, this means a person who requires assistance with turning or repositioning in bed.

| I. PHYSICAL HEALTH STATUS: <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR | | COMMENTS: | | |
|--|--------------------|-----------|------------------|-----------|
| | YES (Check One) | NO | ASSISTIVE DEVICE | COMMENTS: |
| 1. Auditory impairment | | | | |
| 2. Visual impairment | | | | |
| 3. Wears dentures | | | | |
| 4. Special diet | | | | |
| 5. Substance abuse problem | | | | |
| 6. Bowel impairment | | | | |
| 7. Bladder impairment | | | | |
| 8. Motor impairment | | | | |
| 9. Requires continuous bed care | | | | |

| II. MENTAL HEALTH STATUS: <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR | | COMMENTS: | | | |
|---|---------------|------------|----------|---|--|
| | NO PROBLEM | OCCASIONAL | FREQUENT | IF PROBLEM EXISTS, PROVIDE COMMENT BELOW: | |
| 1. Confused | | | | | |
| 2. Able to follow instructions | | | | | |
| 3. Depressed | | | | | |
| 4. Able to communicate | | | | | |

| III. CAPACITY FOR SELF CARE: <input type="checkbox"/> YES <input type="checkbox"/> NO | | COMMENTS: | | |
|---|--------------------|-----------|-----------|--|
| | YES (Check One) | NO | COMMENTS: | |
| 1. Able to care for all personal needs | | | | |
| 2. Can administer and store own medications | | | | |
| 3. Needs constant medical supervision | | | | |
| 4. Currently taking prescribed medications | | | | |
| 5. Bathes self | | | | |
| 6. Dresses self | | | | |
| 7. Feeds self | | | | |
| 8. Cares for his/her own toilet needs | | | | |
| 9. Able to leave facility unassisted | | | | |
| 10. Able to ambulate without assistance | | | | |
| 11. Able to manage own cash resources | | | | |

PLEASE LIST OVER-THE-COUNTER MEDICATION THAT CAN BE GIVEN TO THE CLIENT/RESIDENT, AS NEEDED, FOR THE FOLLOWING CONDITIONS:

CONDITIONS

1. Headache
2. Constipation
3. Diarrhea
4. Indigestion
5. Others(*specify condition*)

OVER-THE-COUNTER MEDICATION(S)

| | |
|--|--|
| | |
| | |
| | |
| | |

PLEASE LIST CURRENT PRESCRIBED MEDICATIONS THAT ARE BEING TAKEN BY CLIENT/RESIDENT:

- | | | |
|----------|----------|----------|
| 1. _____ | 4. _____ | 7. _____ |
| 2. _____ | 5. _____ | 8. _____ |
| 3. _____ | 6. _____ | 9. _____ |

PHYSICIAN'S NAME AND ADDRESS:

TELEPHONE:

DATE:

PHYSICIAN'S SIGNATURE

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION (TO BE COMPLETED BY PERSON'S AUTHORIZED REPRESENTATIVE)

I hereby authorize the release of medical information contained in this report regarding the physical examination of:

PATIENT'S NAME:

TO (NAME AND ADDRESS OF LICENSING AGENCY):

SIGNATURE OF RESIDENT/POTENTIAL RESIDENT AND/OR HIS/HER AUTHORIZED REPRESENTATIVE

ADDRESS:

DATE:

PERSONAL RIGHTS ADULT COMMUNITY CARE FACILITIES

Each client shall have rights, which include, but are not limited to the following:

- (1) A right to be treated with dignity, to have privacy and to be given humane care.
- (2) A right to have safe, healthful and comfortable accommodations, including furnishings and equipment to meet your needs.
- (3) A right to be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature. To be free from restraining devices, neglect or excessive medication.
- (4) A right to be informed by the licensee of provisions in the law regarding complaints, including the address and telephone number of the licensing agency, and of information regarding confidentiality.
- (5) A right to attend religious services and activities . Participation in religious services and other religious functions shall be on a completely voluntary basis.
- (6) A right to leave or depart the facility at any time, and to not be locked into any room or building, day or night. This does not prohibit the development of house rules, such as the locking exterior doors or windows, for the protection of the consumer.
- (7) A right to visit a facility with a relative or authorized representative prior to admission.
- (8) A right to have communications between the facility and your relatives or authorized representative answered promptly and completely, including any changes to the needs and services plan or individual program plan.
- (9) A right to be informed of the facility's policy concerning family visits. This policy shall encourage regular family involvement and provide ample opportunities for family participation in activities at the facility.
- (10) A right to have visitors, including advocacy representatives, visit privately during waking hours provided the visits do not infringe upon the rights of other consumers.
- (11) A right to possess and control your own cash resources.
- (12) A right to wear your own clothes, to possess and use your own personal items, including your own toilet articles.
- (13) A right to have access to individual storage space for your private use.
- (14) A right to have access to telephones, to make and receive confidential calls, provided such calls do not infringe on the rights of other clients and do not restrict availability of the telephone in emergencies.
- (15) A right to promptly receive your unopened mail.
- (16) A right to receive assistance in exercising your right to vote.
- (17) A right to receive or reject medical care or health-related services, except for those whom legal authority has been established.
- (18) A right to move from a facility in accordance with the terms of the admission agreement.

Reference:

California Code of Regulations, Title 22, Division 6 - General Licensing Regulations, Section 80072; Section 81072, Social Rehabilitation Facilities; Section 85072, Adult Residential Facilities; Section 87872, Residential Care Facilities for the Chronically III.

EXHIBIT K

County of Riverside Department of Public Social Services
EMERGENCY SHELTER CARE ADMISSION AGREEMENT

| | |
|-----------------|-------------|
| NAME OF CLIENT: | CLIENT SSN: |
|-----------------|-------------|

By signing below, this Emergency Shelter Administrator understands and agrees that:

- DPSS payment of client services shall not exceed 30 days, unless otherwise authorized by a DPSS Social Services Supervisor and Manager (using the required Service Extension Agreement portion of this form);
- the facility and/or client (or responsible party) are responsible for any unauthorized service or period of stay that exceed the time approved by DPSS.

▶ _____ DATE
 ADMINISTRATOR/LICENSEE SIGNATURE

▶ _____ SOCIAL WORKER TELEPHONE DATE
 DPSS SOCIAL WORKER SIGNATURE

▶ _____ SUPERVISOR TELEPHONE DATE
 DPSS SOCIAL SERVICES SUPERVISOR SIGNATURE

SERVICE EXTENSION AGREEMENT

Exceptional circumstances have warranted placement beyond 30 days. The above client has been approved for _____ additional days by DPSS. The new discharge date is: _____.

▶ _____ SOCIAL WORKER TELEPHONE DATE
 DPSS SOCIAL WORKER SIGNATURE

▶ _____ SUPERVISOR TELEPHONE DATE
 DPSS SUPERVISOR/MANAGER SIGNATURE

Note: Service extension beyond 15 days requires Manager approval: _____
 INITIAL

REVISED CLIENT DISCHARGE AGREEMENT

I have been informed that my discharge date is _____. I agree to take full financial responsibility if I choose to remain at this facility after my discharge date.

▶ _____ DATE
 CLIENT SIGNATURE*

*Responsible/Authorized Representative shall sign his/her own name on behalf of the client.

County of Riverside Department of Public Social Services
EMERGENCY SHELTER CARE ADMISSION AGREEMENT

DEFINITIONS:**BASIC GENERAL SERVICES**

- (a) Lodging
- (b) Food services:
 1. Three nutritious meals daily and between meals nourishment or snack
 2. Special diets if prescribed by a doctor.
- (c) Laundry service
- (d) Cleaning of the client's room
- (e) Comfortable and suitable bed including fresh linen weekly or more often if needed.
- (f) Plan, arrange and/or provide for transportation to medical and dental appointments
- (g) A planned activity program including arrangement for utilization of available community resources
- (h) Notification to family and other appropriate person/agency of client's needs.

BASIC PERSONAL SERVICES

- (a) Continuous observation, care and supervision, as required.
- (b) Assistance with bathing and personal needs, as required.
- (c) Assistance with meeting necessary medical and dental needs.
- (d) Assistance, as needed, with taking prescribed medications in accordance with physician's instructions unless prohibited by law or regulation.
- (e) Bedside care for minor temporary illnesses.
- (f) Maintenance or supervision of client cash resources or property if necessary.

EXCEPTIONAL CIRCUMSTANCES (may include but not limited to):

- (a) Client is still at risk if he/she leaves the facility or
- (b) Permanent placement has been arranged but move-in date does not coincide with discharge date and
- (c) Extension not to exceed fifteen (15) days past original discharge date.

NOTE: Unless an extension is granted through the use of Emergency Shelter Care Admission Agreement (DPSS 2173) payment of additional days of service shall be collected from the client or authorized representative.

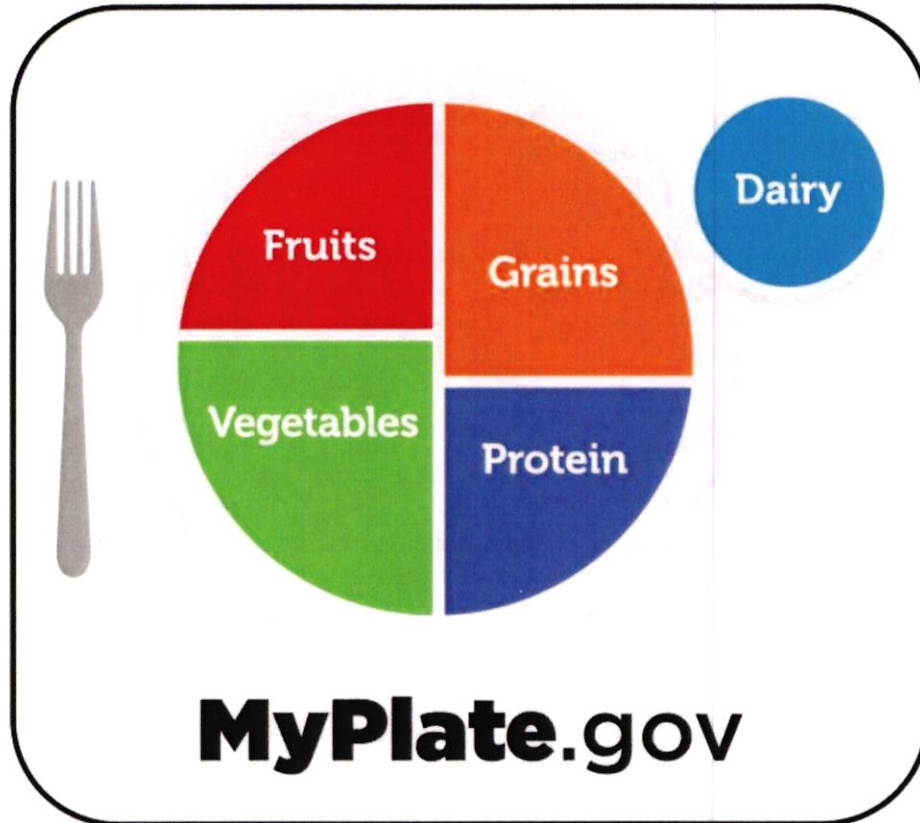
Payment Options:

Option A. The monthly rate for basic services will be paid by the Riverside County Department of Public Social Services (DPSS) in accordance with the terms of a contract between DPSS and this facility.

Option B. Per Diem payments for Basic Services are paid in arrears by DPSS. Unless otherwise contracted, the per diem rate shall be the current Social Security Supplemental payment rate for Board and Care.

The basic rate as stated above does not include any additional charges for any optional services provided by the facility. You have no obligation to purchase any of these services. **However, if you purchase optional services, you are responsible for the additional charges, as these items are not included in the contract between DPSS and this facility.**

USDA MY PLATE TOOL GUIDELINES



Needs and Services Plan

(EXAMPLE)

Client Information

Client Name: John Doe Extension Date _____

Discharge Date: 3/31/14 if applicable: _____

Client Services

Basic General Services:

- Lodging
- Food
- Laundry
- Cleaning
- Transportation
- Activity Program
- Notification to family and other appropriate person of client's needs

Basic Personal Services:

- Observation
- Bathing
- Medical & Dental needs
- Bedside care
- Assistance with taking prescribed medications

Specific Service Needs:

Needs dressing changed on left hand

Client Assessment

Mental and Emotional Functioning:

(This information can be obtained from LIC603).
Client is alert.

Prescribed Medications:

(This information can be obtained from LIC622).
Tetracycline for left hand infection 200mg 3X day.

Facility Plan

Facility plan for providing services to meet the individual needs identified above:

Shelter will provide above services listed and work with Social Worker to ease Mr. Doe back into his home by his discharge date.

Signature: _____ Date: _____

ADULT EMERGENCY SHELTER BILLING INSTRUCTION**INSTRUCTIONS FOR PROVIDER**

1. **Name of Shelter Operator** Enter the name of the facility or person to whom payment is to be made.
 2. **Social Security Number** Enter the Social Security Number of the person to whom payment is to be made. Payments cannot be made without this number.
 3. **Name of Client/Resident** Enter in this column the names of all clients placed by DPSS in an emergency shelter bed. Include clients placed in the previous month who remain in a shelter placement.
 4. **Date Placed** Enter the date each client was placed in a shelter bed.
 5. **Date Departed** Enter the date each client departed the shelter during the month. For clients remaining in a shelter placement enter the last day of the month.
 6. **Number of Days** Enter the number of days for which you are billing for the current month.
 7. **Signature/Date** Sign and date the form.
- Submit billings at the end of each month to the DPSS Adult Emergency Shelter Placement Coordinator.
 - Do not complete the "County Use Only" sections.

EXHIBIT O

MEDI-CAL PRIVACY AND SECURITY AGREEMENT

BETWEEN

the California Department of Health Care Services and the
County of Riverside
Department/Agency of Public Social Services

PREAMBLE

The Department of Health Care Services (DHCS) and the
County of Riverside
Department/Agency of Public Social Services
(County Department) enter into this Medi-Cal Privacy and Security Agreement
(Agreement) in order to ensure the privacy and security of Medi-Cal Personally
Identifiable Information (Medi-Cal PII).

DHCS receives federal funding to administer California's Medicaid Program
(Medi-Cal). The County Department/Agency assists in the administration of Medi-Cal, in
that DHCS and the County Department/Agency access DHCS eligibility information for
the purpose of determining Medi-Cal eligibility.

This Agreement covers the
County of Riverside
Department/Agency of Public Social Services
workers, who assist in the administration of Medi-Cal; and access, use, or disclose
Medi-Cal PII.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

- 1. "Assist in the administration of the Medi-Cal program" means performing
administrative functions on behalf of Medi-Cal, such as establishing eligibility,
determining the amount of medical assistance, and collecting Medi-Cal PII for such
purposes, to the extent such activities are authorized by law.
2. "Breach" refers to actual loss, loss of control, compromise, unauthorized disclosure,
unauthorized acquisition, unauthorized access, or any similar term referring to
situations where persons other than authorized users and for other than authorized

purposes have access or potential access to Medi-Cal PII, whether electronic, paper, verbal, or recorded.

3. **"County Worker"** means those county employees, contractors, subcontractors, vendors and agents performing any functions for the County that require access to and/or use of Medi-Cal PII and that are authorized by the County to access and use Medi-Cal PII.
4. **"Medi-Cal PII"** is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. Medi-Cal PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including but not limited to name, social security number (SSN), date and place of birth (DOB), mother's maiden name, driver's license number, or identification number. Medi-Cal PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. Medi-Cal PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.
5. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or a contractor, subcontractor or vendor of the County.
6. **"Secure Areas"** means any area where:
 - A. County Workers assist in the administration of Medi-Cal;
 - B. County Workers use or disclose Medi-Cal PII; or
 - C. Medi-Cal PII is stored in paper or electronic format.
7. **"SSA-provided or verified data (SSA data)"** means:
 - A. Any information under the control of the Social Security Administration (SSA) provided to DHCS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or
 - B. Any information provided to DHCS, including a source other than SSA, but in which DHCS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g. SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

For a more detailed definition of "SSA data", please refer to Section 7 of the "Electronic Information Exchange Security Requirements and Procedures for State

and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

AGREEMENTS

DHCS and County Department/Agency mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Department/Agency County Workers may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Section 14100.2 of the Welfare and Institutions Code, Section 431.300 et. Seq. of Title 42 Code of Federal Regulations, and as otherwise required by law. Disclosures required by law or that are made with the explicit written authorization of a Medi-Cal client are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may only use Medi-Cal PII to assist in the administration of the Medi-Cal program.
- C. Access to Medi-Cal PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of Medi-Cal.
- D. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The County Department/Agency agrees to advise County Workers who have access to Medi-Cal PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

- A. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:
 - 1. Provide initial privacy and security awareness training to each new County Worker within 30 days of employment;

2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three or more security reminders per year are recommended;
3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed and;
4. Retain training records for a period of three years after completion of the training.

B. *Employee Discipline.*

1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.
2. Sanction policies and procedures shall include termination of employment when appropriate.

C. *Confidentiality Statement.* Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three years, or five years if the signed statement is being used to comply with Section 5.10 of the SSA's "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

The statement shall include, at a minimum, a description of the following:

1. General Use of Medi-Cal PII;
2. Security and Privacy Safeguards for Medi-Cal PII;
3. Unacceptable Use of Medi-Cal PII; and
4. Enforcement Policies.

D. *Background Screening.*

1. Conduct a background screening of a County Worker before they may access Medi-Cal PII.
2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.

3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the county shall perform the following:

- A. Conduct periodic privacy and security review of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of Medi-Cal PII.
- B. The periodic privacy and security reviews shall be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of the Medi-Cal program, and the use or disclosure of Medi-Cal PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department/Agency agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Provide the DHCS with applicable contact information for these designated individuals using the County PSA inbox listed in Section XI of this Agreement. Any changes to this information should be reported to DHCS within ten days.
- C. Assign County Workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

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

- A. Secure all areas of the County Department/Agency facilities where County Workers assist in the administration of Medi-Cal and use, disclose, or store Medi-Cal 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 County Workers.
- D. Require County Workers to wear these badges where Medi-Cal PII is used, disclosed, or stored.
- E. Ensure each physical location, where Medi-Cal 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 County Department/Agency facilities and leased facilities where 500 or more individually identifiable records of Medi-Cal 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 Medi-Cal PII have perimeter security and physical access controls that limit access to only authorized County Workers. Visitors to the data center area shall be escorted at all times by authorized County Workers.
- H. Store paper records with Medi-Cal 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 Department/Agency and non-County Department/Agency functions in one building in work areas that are not securely segregated from each other. It is recommended that all Medi-Cal PII be locked up when unattended at any time, not just within multi-use facilities.
- I. The County Department/Agency shall have policies based on applicable factors that include, at a minimum, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles shall include provisions in its policies to provide that the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII be left unattended in a vehicle overnight or for other extended periods of time.

- J. The County Department/Agency shall have policies that indicate County Workers are not to leave records with Medi-Cal PII unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.

VI. TECHNICAL SECURITY CONTROLS

- A. **Workstation/Laptop Encryption.** All workstations and laptops, which use, store and/or process Medi-Cal PII, shall be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution shall be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. **Server Security.** Servers containing unencrypted Medi-Cal PII shall 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 Medi-Cal 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 Medi-Cal PII, shall be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption shall 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 Medi-Cal PII, shall install and actively use an anti-virus software solution. Anti-virus 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 Medi-Cal PII, shall have critical security patches applied, with system reboot if necessary.

2. There shall 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 shall be installed within 30 days of vendor release. It is recommended that critical patches which are high risk be installed within 7 days.
4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, shall have compensatory controls implemented to minimize risk.

G. *User IDs and Password Controls.*

1. All users shall be issued a unique user name for accessing Medi-Cal PII.
2. Usernames shall be promptly disabled, deleted, or the password changed within, at most, 24 hours of the transfer or termination of an employee.
3. Passwords are not to be shared.
4. Passwords shall be at least eight characters.
5. Passwords shall be a non-dictionary word.
6. Passwords shall not be stored in readable format on the computer or server.
7. Passwords shall be changed every 90 days or less. It is recommended that passwords be required to be changed every 60 days or less. Non-expiring passwords are permitted when in full compliance with NIST SP 800-63B Authenticator Assurance Level (AAL) 2.
8. Passwords shall be changed if revealed or compromised.
9. Passwords shall be composed of characters from at least three of the four 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

- H. *User Access.*** In conjunction with DHCS, management should exercise control and oversight, of the function of authorizing individual user access to

SSA data via Medi-Cal Eligibility Data System (MEDS), and over the process of issuing and maintaining access control numbers, IDs, and passwords.

- I. **Data Destruction.** When no longer needed, all Medi-Cal PII shall be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Medi-Cal PII cannot be retrieved.
- J. **System Timeout.** The systems providing access to Medi-Cal PII shall provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- K. **Warning Banners.** The systems providing access to Medi-Cal PII shall 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.
- L. **System Logging.**
 1. The systems that provide access to Medi-Cal PII shall maintain an automated audit trail that can identify the user or system process which initiates a request for Medi-Cal PII, or alters Medi-Cal 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 of the audit trail.
 3. If Medi-Cal PII is stored in a database, database logging functionality shall be enabled.
 4. Audit trail data shall be archived for at least three years from the occurrence.
- M. **Access Controls.** The system providing access to Medi-Cal PII shall use role based access controls for all user authentications, enforcing the principle of least privilege.

N. *Transmission Encryption.*

1. All data transmissions of Medi-Cal PII outside of a secure internal network shall be encrypted using a FIPS 140-2 certified algorithm that is 128 bit or higher, such as AES or 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 Medi-Cal PII can be encrypted.
3. This requirement pertains to any type of Medi-Cal PII in motion such as website access, file transfer, and email.

- O. ***Intrusion Prevention.*** All systems involved in accessing, storing, transporting, and protecting Medi-Cal PII, which are accessible through the Internet, shall be protected by an intrusion detection and prevention solution.

VII. AUDIT CONTROLS**A. *System Security Review.***

1. The County Department/Agency shall ensure audit control mechanisms are in place.
2. All systems processing and/or storing Medi-Cal PII shall 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 Medi-Cal PII shall have a process or automated procedure in place to review system logs for unauthorized access.

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

- D. ***Anomalies.*** When the County Department/Agency or DHCS suspects MEDS usage anomalies, the County Department/Agency shall work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to DHCS.

VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. **Emergency Mode Operation Plan.** The County Department/Agency shall establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal 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 24 hours. It is recommended that counties conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS, if requested.
- B. **Data Centers.** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of Medi-Cal PII, shall include environmental protection such as cooling; power; and fire prevention, detection, and suppression; and appropriate protection from other threats, including but not limited to flood, earthquake, and terrorism.
- C. **Data Backup Plan.**
1. The County Department/Agency shall have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII.
 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 3. The procedures shall include storing backups containing Medi-Cal PII offsite.
 4. The procedures shall ensure an inventory of backup media. It is recommended that the County Department/Agency periodically test the data recovery process.

IX. PAPER DOCUMENT CONTROLS

- A. **Supervision of Data.** Medi-Cal 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 County Department/Agency shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County

Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles, it shall include provisions in its policies to provide that the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII to be left unattended in a vehicle overnight or for other extended periods of time.

- C. **Public Modes of Transportation.** Medi-Cal PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.
- D. **Escorting Visitors.** Visitors to areas where Medi-Cal PII is contained shall be escorted, and Medi-Cal PII shall be kept out of sight while visitors are in the area.
- E. **Confidential Destruction.** Medi-Cal PII shall be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. **Removal of Data.** Medi-Cal PII shall not be removed from the premises of County Department/Agency except for justifiable business purposes.
- G. **Faxing.**
 - 1. Faxes containing Medi-Cal 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 Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - 2. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

X. **NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS**

During the term of this Agreement, the County Department/Agency agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

A. Initial Notice to DHCS:

The County Department/Agency shall notify DHCS, by email, or alternatively, by telephone if email is unavailable, of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII or potential loss of Medi-Cal PII. When making notification, the following applies:

1. If a suspected security incident involves Medi-Cal PII provided or verified by SSA, the County Department/Agency shall **immediately** notify DHCS upon discovery. *For more information on SSA data, please see the Definition section of this Agreement.*
2. If a suspected security incident does not involve Medi-Cal PII provided or verified by SSA, the County Department/Agency shall notify DHCS **within one working day** of discovery.

If it is unclear if the security incident involves SSA data, the County Department/Agency shall immediately report the incident upon discovery.

A County Department/Agency shall notify DHCS of all personal information, as defined by California Civil Code Section 1798.3(a), that may have been accessed, used, or disclosed in any suspected security incident or breach, including but not limited to case numbers.

Notice shall be made using the DHCS Privacy Incident Report (PIR) form, including all information known at the time. The County Department/Agency shall use the most current version of this form, which is available on the DHCS Privacy Office website at:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>.

All PIRs and supporting documentation are to be submitted to DHCS via email using the "DHCS Breach and Security Incidents Reporting" contact information found below in Subsection F.

A breach shall be treated as discovered by the County Department/Agency as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the County Department/Agency shall take:

1. Prompt action to mitigate any risks or damages involved with the occurrence and to protect the operating environment; and
 2. Any action pertaining to such occurrence required by applicable Federal and State laws and regulations.
- B. **Investigation and Investigative Report.** The County Department/Agency shall immediately investigate breaches and security incidents involving Medi-Cal PII. If the initial PIR was submitted incomplete and if new or updated information is available, submit an updated PIR to DHCS **within 72 hours of the discovery**. The updated PIR shall include any other applicable information related to the breach or security incident known at that time.
- C. **Complete Report.** If all of the required information was not included in either the initial report or the investigation PIR submission, then a separate complete report shall be submitted **within ten working days of the discovery**. The Complete Report of the investigation shall include an assessment of all known factors relevant to the determination of whether a breach occurred under applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Information Protection Act, or other applicable law. The report shall also include a CAP that shall include, at minimum, detailed information regarding the mitigation measures taken to halt and/or contain the improper use or disclosure.
- If DHCS requests additional information related to the incident, the County Department/Agency shall make reasonable efforts to provide DHCS with such information. If necessary, the County Department/Agency shall submit an updated PIR with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. DHCS will maintain the final decision making over a breach determination
- D. **Notification of Individuals.** When applicable state or federal law requires notification to individuals of a breach or unauthorized disclosure of their Medi-Cal PII, the County Department/Agency shall give the notice, subject to the following provisions:
1. If the cause of the breach is attributable to the County Department/Agency or its subcontractors, agents or vendors, the County Department/Agency shall pay any costs of such notifications, as well as any and all costs associated with the breach. If the cause of the breach is attributable to DHCS, DHCS shall pay any costs associated with such notifications, as well as any costs associated with the breach.

If there is any question as to whether DHCS or the County Department/Agency is responsible for the breach, DHCS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs;

2. All notifications (regardless of breach status) regarding beneficiaries' Medi-Cal PII shall comply with the requirements set forth in Section 1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than **60 calendar days** from discovery;
3. The DHCS Privacy Office shall approve the time, manner and content of any such notifications and their review and approval shall be obtained before notifications are made. If notifications are distributed without DHCS review and approval, secondary follow-up notifications may be required; and
4. DHCS may elect to assume responsibility for such notification from the County Department/Agency.

- E. **Responsibility for Reporting of Breaches when Required by State or Federal Law.** If the cause of a breach of Medi-Cal PII is attributable to the County Department/Agency or its agents, subcontractors or vendors, the County Department/Agency is responsible for all required reporting of the breach. If the cause of the breach is attributable to DHCS, DHCS is responsible for all required reporting of the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS and the County Department/Agency shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.
- F. **DHCS Contact Information.** The County Department/Agency shall utilize the below contact information to direct all notifications of breach and security incidents to DHCS. DHCS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

| DHCS Breach and Security Incident Reporting |
|--|
| Department of Health Care Services Office of HIPAA Compliance 1501 Capitol Avenue, MS 4721 P.O. Box 997413 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (866) 866-0602 <i>The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.</i> |

XI. DHCS PSA CONTACTS

The County Department/Agency shall utilize the below contact information for any PSA-related inquiries or questions. DHCS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated. *Please use the contact information listed in Section X of this Agreement for any Medi-Cal PII incident or breach reporting.*

| PSA Inquires and Questions |
|--|
| Department of Health Care Services Medi-Cal Eligibility Division 1501 Capitol Avenue, MS 4607 P.O. Box 997417 Sacramento, CA 95899-7417 Email: countypsa@dhcs.ca.gov |

XII. COMPLIANCE WITH SSA AGREEMENT

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and DHCS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are hereby incorporated into this Agreement (Exhibit A) and available upon request.

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If SSA changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, DHCS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DHCS will supply copies of the changed agreement to the CWDA and the County Departments/Agency, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, it shall submit a CAP to DHCS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department/Agency resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

XIII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

The County Department/Agency agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and DHCS, which is hereby incorporated into this Agreement (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If DHS-USCIS changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the DHCS proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the 30-day period, DHCS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS,

DHCS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by DHS-USCIS. If the County Department/Agency is not able to meet the DHS-USCIS compliance date, it shall submit a CAP to DHCS for review and approval at least thirty (30) days prior to the DHS-USCIS compliance date. Any potential County Department/Agency resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

A copy of Exhibit B can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

XIV. COUNTY DEPARTMENT'S/AGENCY'S AGENTS, SUBCONTRACTORS, AND VENDORS

The County Department/Agency agrees to enter into written agreements with all agents, subcontractors and vendors that have access to County Department/Agency Medi-Cal PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to Medi-Cal PII upon such agents, subcontractors, and vendors. These shall include, (1) restrictions on disclosure of Medi-Cal PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect Medi-Cal PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the County Department/Agency. If the agents, subcontractors, and vendors of County Department/Agency access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the County Department/Agency shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors. If the County Department/Agency executed the HIPAA Amendment with DHCS, the HIPAA Amendment and Exhibit C will need to be incorporated when applicable. County Departments/Agencies who would like assistance or guidance with this requirement are encouraged to contact DHCS via the PSA inbox at CountyPSA@dhcs.ca.gov.

XV. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, the County Department/Agency agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the County Department/Agency, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account the operational and staffing demands. The County Department/Agency agrees to promptly remedy all violations of any provision of this Agreement and certify the same to the DHCS

Privacy Office and DHCS Information Security Office in writing, or to enter into a written CAP with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XVI. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department/Agency of the privacy or security of Medi-Cal PII or of federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department/Agency shall make all reasonable effort to make itself and County Workers assisting in the administration of Medi-Cal and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department/Agency at no cost to the County Department/Agency to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department/Agency based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII or of state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

XVII. AMENDMENT OF AGREEMENT

DHCS and the County Department/Agency acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Upon request by DHCS, the County Department/Agency agrees to promptly enter into negotiations with DHCS concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. In addition to any other lawful remedy, DHCS may terminate this Agreement upon 30 days written notice if the County Department/Agency does not promptly agree to enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that DHCS deems necessary.

XVIII. TERMINATION

- A. This Agreement shall terminate on September 1, 2022, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; through an executed written amendment. County Department/Agency requests for an extension shall be justified and approved by DHCS and limited to no more than a six (6) month extension.
- B. **Survival:** All provisions of this Agreement that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the County Department/Agency's

possession shall continue in effect beyond the termination or expiration of this Agreement, and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

XIX. TERMINATION FOR CAUSE

Upon DHCS' knowledge of a material breach or violation of this Agreement by the County Department/Agency, DHCS may provide an opportunity for the County Department/Agency to cure the breach or end the violation and may terminate this Agreement if the County Department/Agency does not cure the breach or end the violation within the time specified by DHCS. This Agreement may be terminated immediately by DHCS if the County Department/Agency has breached a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department/Agency shall return or destroy all Medi-Cal PII in accordance with Section VII, above. The provisions of this Agreement governing the privacy and security of the Medi-Cal PII shall remain in effect until all Medi-Cal PII is returned or destroyed and DHCS receives a certificate of destruction.

XX. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on September 1, 2019.

For the County of Riverside,
Department/Agency of Public Social Services,

(Signature) (Date)

(Name) (Title)

For the Department of Health Care Services,

| | |
|---------------|----------|
| _____ | _____ |
| (Signature) | (Date) |
| Jennifer Kent | Director |
| _____ | _____ |
| (Name) | (Title) |

EXHIBIT A

Exhibit A consists of the current versions of the following documents, copies of which can be requested by the County Department/Agency information security and privacy staff from DHCS by using the contact information listed in Section XI of this Agreement.

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and DHCS
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

EXHIBIT B

Exhibit B consists of the current version of the following document, a copy of which can be requested by the County Department/Agency information security and privacy staff from DHCS by using the contact information listed in Section XI of this Agreement.

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Health Care Services (DHCS)

EXHIBIT P**Approved Emergency Supply Items**

All items on this list are considered approved emergency supply items. Any items purchased that are not on this list, must be approved by APS prior to purchase. All receipts must be submitted with invoices along with required back-up documentation.

- Shampoo
- Conditioner
- Body Wash/Soap/Oil
- Face Wash/Scrub
- Feminine products
- Shaving Cream
- Razor
- Toothpaste
- Toothbrush
- Mouthwash
- Body Moisturizer
- Deodorant
- Hand Sanitizer
- Comb
- Brush
- Adult diapers/depends