

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



ITEM: 3.17
(ID # 26500)

MEETING DATE:

Tuesday, December 17, 2024

FROM : PUBLIC SOCIAL SERVICES

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve Professional Service Agreement DPSS-0005213 with Kamali'i Foster Family Agency, Inc. to provide Transitional Housing Program-Plus Services for a total aggregate amount of \$5,730,519 effective December 25, 2024 through June 30, 2026, with three (3) one-year renewal options; All Districts. [Total Aggregate Cost \$5,730,519; up to \$1,146,104 in additional compensation; Funding: State 70%, Realignment 30%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Professional Service Agreement DPSS-0005213 with Kamali'i Foster Family Agency, Inc. to provide Transitional Housing Program-Plus Services for a total aggregate amount of \$5,730,519 through June 30, 2026, with three (3) one-year renewal options; and authorize the Chair of the Board to sign the agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, and as approved as to form by County Counsel to: (a) to issue a Purchase Order for any goods and/or services rendered, (b) sign amendments that exercise the options of Agreement DPSS-0005213 including renewal and modifications of the statement of work 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%) of the total aggregate cost of the agreement.

ACTION:Policy


Charity Douglas, DPSS Director

11/27/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez seconded by Supervisor Jeffries 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: December 17, 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 | \$1,470,000 | \$1,665,546 | \$5,730,519 | \$0 |
| NET COUNTY COST | \$0 | \$0 | \$0 | \$0 |
| SOURCE OF FUNDS: State 70%, Realignment 30% | | | Budget Adjustment: | No |
| | | | For Fiscal Year: | 24/25 – 28/29 |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The California Department of Housing and Community Development (HCD) allocates funds to Riverside County Department of Public Social Services (DPSS) for the Transitional Housing Program - Plus (THP-Plus). The THP-Plus Program helps emancipated foster youth who are between 18 to 25 years of age to secure and maintain housing and provides linkages to community services for emancipated youth. The goal of the THP-Plus program is to improve outcomes for the young adults by providing them with housing and comprehensive services after emancipation to break the cycle of homelessness, unemployment, poverty, and incarceration.

Kamali'i is DPSS' current contracted provider for THP-Plus services under agreement DPSS-0001363 which will term at the end of the 2024 calendar year. Kamali'i currently provides THP-Plus services Countywide to a caseload of an average of seventy (70) former foster youth monthly to assist in securing housing while they seek employment, education or other self-sufficiency sustaining tasks. The current HCD allocation for these services expires June 30, 2026 with no guarantee of additional funds being allocated to DPSS beyond the expiration date. Depending on the availability of funding, HCD may provide additional funds for future fiscal years.

This board action will approve a Professional Service Agreement for Transitional Housing Program – Plus services with Kamali'i Foster Family Agency, Inc. for one and a half (1.5) years through June 30, 2026, with three (3) one-year renewal options, for DPSS to continue providing essential services to former foster youth who require THP-Plus services.

Impact on Residents and Businesses

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

Additional Fiscal Information

The total annual payments to Kamali'i Foster Family Agency, Inc. shall not exceed:

| FISCAL YEAR PERIOD | ANNUAL PAYMENT |
|---------------------------------------|-----------------------|
| January 1, 2025 through June 30, 2025 | \$1,470,000 |

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

| | |
|---|--------------------|
| July 1, 2025 through June 30, 2026 | \$1,665,546 |
| *Option Year 1 - July 1, 2026 through June 30, 2027 | \$864,991 |
| *Option Year 2 - July 1, 2027 through June 30, 2028 | \$864,991 |
| *Option Year 3 - July 1, 2028 through June 30, 2029 | \$864,991 |
| Total | \$5,730,519 |

*Options to renew are subject to funding availability.

Contract History and Price Reasonableness

DPSS is seeking approval of agreement DPSS-0005213 to continue services with Kamali'i. Ordinance 459 allows for selection and award of contracts for shelter homes and youth home services without bidding due to the nature of the services. THP-Plus services fall under Ordinance 459, Section 7 Exceptions, Category II Exceptions, subsection c. "Contracts for shelter home and youth home services." In 2010, California opted in to receive federal foster care funding for foster youth ages 18 to 21 through the passage of Assembly Bill 12, the California Fostering Connections to Success Act. AB 12 allows eligible youth to remain in care as "non-minor dependents" and access age-appropriate supports to help them transition to adulthood, including housing and placement services.

ATTACHMENTS:

Attachment A: Professional Services Agreement DPSS-0005213 with Kamali'i Foster Family Agency, Inc. for Transitional Housing Program - Plus

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet

11/27/2024

Brianne Lontajo
Brianne Lontajo, Principal Management Analyst

12/10/2024

Gregg Gu
Gregg Gu, Chief of Deputy County Counsel

12/3/2024

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

and

Kamali'i Foster Family Agency, Inc.
Transitional Housing Program-Plus Services
DPSS-0005213



TABLE OF CONTENTS

1. DEFINITIONS4

2. DESCRIPTION OF SERVICES5

3. PERIOD OF PERFORMANCE5

4. COMPENSATION.....5

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS5

6. TERMINATION5

7. REQUEST FOR WAIVER AND WAIVER OF BREACH6

8. TRANSITION PERIOD6

9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL6

10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST6

11. RECORDS, INSPECTIONS, AND AUDITS7

12. CONFIDENTIALITY7

13. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT8

14. PERSONALLY IDENTIFIABLE INFORMATION8

15. HOLD HARMLESS/INDEMNIFICATION.....8

16. INSURANCE9

17. WORKER'S COMPENSATION.....10

18. VEHICLE LIABILITY10

19. COMMERCIAL GENERAL LIABILITY10

20. PROFESSIONAL LIABILITY.....11

21. CYBER LIABILITY11

22. EXCESS/UMBRELLA LIABILITY INSURANCE11

23. INDEPENDENT CONTRACTOR11

24. USE BY POLITICAL ENTITIES12

25. LICENSES AND PERMITS.....12

26. NO DEBARMENT OR SUSPENSION12

27. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES12

28. PERSONNEL12

29. MANDATED REPORTING13

30. EMPLOYMENT PRACTICES13

31. LOBBYING14

32. ADVERSE GOVERNMENT ACTION.....14

33. SUBCONTRACTS14

34. SUPPLANTATION.....15

35. ASSIGNMENT15

36. FORCE MAJEURE15

37. GOVERNING LAW15

38. DISPUTES.....15

39. ADMINISTRATIVE/CONTRACT LIAISON16

40. CIVIL RIGHTS COMPLIANCE16

41. NOTICES.....17

42. SIGNED IN COUNTERPARTS17

43. ELECTRONIC SIGNATURES.....17

44. MODIFICATION OF TERMS18

45. ENTIRE AGREEMENT18

List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

List of Attachments

Attachment I – HIPAA Business Associate Agreement

Attachment II – PII Privacy and Security Standards
Attachment III – Assurance of Compliance
Attachment IV – DPSS 2076A, DPSS 2076B & Instructions

List of Exhibits

Exhibit A – Monthly Reporting Log Example
Exhibit B – Transitional Independent Living Plan & Agreement
Exhibit C – Casey Life-Skills Assessment

This Agreement is made and entered into by and between Kamali'i Foster Family Agency, Inc., a California nonprofit corporation (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS
 - A. "Agreement" refers to the terms and conditions, schedules, attachments, and exhibits included herein.
 - B. "CLSA" refers to the Casey Life Skills Assessment.
 - C. "CONTRACTOR" refers to Kamali'i Foster Family Agency, Inc. including its employees, agents, representatives, subcontractors, and suppliers.
 - D. "COUNTY" refers to the County of Riverside.
 - E. "CSD" refers to DPSS Children's Services Division.
 - F. "CAFE" refers to DPSS-Children and Family Evaluation.
 - G. "DPSS" or "COUNTY" refers to the County of Riverside's Department of Public Social Services, which has administrative responsibility for this Agreement.
 - H. "ETO" refers to Efforts to Outcomes performance management database.
 - I. "HIPAA" refers to the Health Insurance Portability Accountability Act.
 - J. "H.O.P.E." refers to Helping our youth Overcome by reaching their Potential through Empowerment independent living skills assessment.
 - K. "Host Family Model" refers to supportive adult(s) who have an existing relationship with a Young Adult. The host family commits to opening their home for thirty-six (36) months and working with the THP-Plus participant and provider to support the participant in meeting his or her goals.
 - L. "ILP" refers to the Independent Living Program, a federally funded program designed to assist eligible in out-of-home placement at the age of sixteen (16) with services and activities described in the Transitional Independent Living Plan to live independently.
 - M. "MAR" refers to Monthly Activity Report.
 - N. "Scattered-Site Model" refers to housing located in several locations throughout the County of Riverside that are owned or leased by THP-Plus provider(s).
 - O. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the CONTRACTOR with a Subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
 - P. "Subcontractor" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another Subcontractor.
 - Q. "TILP" refers to Transitional Independent Living Plan for emancipated Young Adults.
 - R. "Transitional Housing Program-Plus" or "THP-Plus" refers to the state-funded housing program available for emancipated Young Adults from the ages of 18-25 years. The goal of the THP-Plus

program is to assist former foster youth in securing and maintaining housing while they seek employment, education, or other self-sufficiency sustaining tasks. The program objective is to improve outcomes for former foster youth by providing them with housing and comprehensive services after emancipation in order to break the cycle of homelessness, unemployment, poverty, and incarceration. THP-Plus provides housing and supportive services to former foster youth who aged out of foster care while under the supervision of DPSS or the Riverside County Probation Department.

S. "Young Adult" refers to emancipated former foster youth between the ages of 18-25 years who are participants of the THP-Plus program.

2. DESCRIPTION OF SERVICES

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

3. PERIOD OF PERFORMANCE

This Agreement shall be effective January 1, 2025 and continue through June 30, 2026, with three (3) one-year annual renewal options contingent upon the continuation of THP State allocations, 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. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

CONTRACTOR agrees that all materials, reports or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR has been compensation by COUNTY pursuant to this Agreement shall be the sole property of COUNTY. The material, reports or produces may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties. CONTRACTOR agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.

10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or 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.

11. RECORDS, INSPECTIONS, AND AUDITS

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

12. 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.
13. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT
CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. The parties agree to the terms and conditions the HIPAA Business Associated attached as Attachment I.
14. PERSONALLY IDENTIFIABLE INFORMATION
- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
- B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et.seq, and 45 CFR 205.50 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of requires the express approval in writing of the COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
- C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Attachment II. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment II into each subcontract or sub-award to subcontractors.
15. HOLD HARMLESS/INDEMNIFICATION
CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action. CONTRACTOR shall, at 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.

16. 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.

17. **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.

18. **VEHICLE LIABILITY**

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

19. **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 \$2,000,000 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 \$2,000,000 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

20. PROFESSIONAL LIABILITY

If, at any time during the duration of this Agreement and any renewal or extension thereof, the CONTRACTOR, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the CONTRACTOR shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims-made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement. Policy shall name the COUNTY as Additional Insureds.

21. 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.

22. 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.

23. 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 and its employees 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.

24. USE BY POLITICAL ENTITIES

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

25. 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.

26. 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.

27. 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.

28. PERSONNEL

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

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

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

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

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

C. Background Checks

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

29. 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 11160-11163.6; 11164 -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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. ADMINISTRATIVE/CONTRACT LIAISON

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

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

B. Client Complaints

CONTRACTOR shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel. CONTRACTOR must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

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.

41. 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
ClientServicesContracts@rivco.org

CONTRACTOR:

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

CONTRACTOR "Remit To" address:

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

42. 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.

43. 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.

44. 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.

45. 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 Kamali'i Foster Family Agency, Inc. <i>Eric Mortensen</i> | Authorized Signature for County <i>Chuck Washington</i> |
| Printed Name of Person Signing: Eric Mortensen | Printed Name of Person Signing: Chuck Washington |
| Title: CEO/Program Director | Title: Chairman, Board of Supervisors |
| Date Signed: Nov 7, 2024 | Date Signed: Dec 18, 2024 |



ATTEST:
Clerk of the Board

By: *Naomy Sicra, Deputy*

Approved as to Form
Minh C. Tran
County Counsel

Katherine Wilkins

Katherine Wilkins
Deputy County Counsel

Date: Nov 8, 2024

Schedule A
Payment Provisions

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total annual payments to CONTRACTOR shall not exceed:

| FISCAL YEAR PERIOD | ANNUAL PAYMENT |
|---|--------------------|
| December 25, 2024 through June 30, 2025 | \$1,470,000 |
| July 1, 2025 through June 30, 2026 | \$1,665,546 |
| *Option Year 1 - July 1, 2026 through June 30, 2027 | \$864,991 |
| *Option Year 2 - July 1, 2027 through June 30, 2028 | \$864,991 |
| *Option Year 3 - July 1, 2028 through June 30, 2029 | \$864,991 |
| Total | \$5,730,519 |

*Options to renew are subject to funding availability.

A.2 UNIT OF SERVICE

For the services under this Agreement, a single unit of service consists of the following:

| UNIT | DESCRIPTION |
|--|--|
| A unit is the cost of one emancipated Young Adult served by the CONTRACTOR, per month, for THP-Plus scattered site and host family services. | DPSS will pay \$3,500 a month for the scattered site and host family per emancipated Young Adult. This price is all-inclusive, including all expenses and other costs necessary to complete the work specified. The total amount of units shall not exceed an average of seventy (70) emancipated Young Adults per month. DPSS may modify maximum allowable units based on availability of funding |

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. Required documentation:

- a. Roster showing who is in the THP-Plus.
- b. Documentation showing a minimum of \$50 a month is deposited into each Young Adult's savings account.

B. All payment claims shall be submitted on a monthly basis no later than thirty (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 IV).

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

A.4 CAPITAL EQUIPMENT

A. All items purchased with funds provided under this Agreement expressly for the purpose of

equipment purchases, or those items furnished to CONTRACTOR that have a single unit cost of at least \$100, including sales tax, and a useful life of more than one (1) year, shall be considered capital equipment. The title to all items of capital equipment purchased vests and will remain in COUNTY. If state funding is used, title shall vest and remain with the State of California. If the capital equipment is used for activities besides those required for this Agreement, costs must be prorated accordingly. Upon termination of this Agreement, CONTRACTOR shall immediately return any items of capital equipment to COUNTY or the state or its representative or dispose of them in accordance with the directions of COUNTY or the State Department of Social Services. CONTRACTOR further agrees to the following:

1. To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted;
2. To label and number all items of capital equipment, do periodic inventories as required by COUNTY, and maintain an inventory list showing where and how the capital equipment is being used in accordance with procedures developed by COUNTY. All such lists shall be submitted to COUNTY or DSS with ten (10) days of any request therefore; and
3. To report in writing to COUNTY immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted, and a copy of the police report must be submitted to COUNTY.

B. The purchase of any capital equipment by CONTRACTOR shall require the prior written approval of COUNTY, and shall fulfill the provisions of this Agreement, which are appropriate and directly related to CONTRACTOR's services or activities under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from capital equipment purchased, which are incurred by CONTRACTOR if prior approval has not been obtained from COUNTY.

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.

Schedule B
Scope of Services

B.1 SCOPE OF SERVICES

A. Project Goals

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

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

B. Target Population

1. CONTRACTOR is expected to serve an average of seventy (70) participants per month who meet the following THP-Plus eligibility requirements:
 - a. Young Adults between the ages of 18-25 who have been emancipated from foster care, probation, or the Kinship Guardianship Assistance (KinGap) program.
 - b. Young Adults who agree to complete and pursue goals approved by the COUNTY, utilizing the California Department of Social Services (CDSS) THP-Plus Transitional Independent Living Plan (TILP).

This is anticipated to result in the provision of service to approximately ninety-one (100) participants annually.

C. Program Objectives

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

D. CONTRACTOR Responsibilities

CONTRACTOR shall:

1. Assign staff to be the liaison between the CONTRACTOR and DPSS to accept referrals.
2. Provide one (1) full-time THP-Plus Program Administrator. The Program Administrator shall **have a master's degree in a behavioral health science and at least one (1) year of administrative or supervisory experience over social work, childcare, or a closely related field.**
3. Provide approximately three (3) full-time Life Coaches, contingent on caseload. The Life Coaches shall **have at minimum a bachelor's degree with skills to work with the target population.** The ratio between Life Coaches and Young Adults shall not exceed 13:1.
4. Provide one (1) full-time Housing Specialist who has experience managing housing and knowledge of federal, state, and local fair housing laws.

5. Have staff available 24-hours a day, seven (7) days a week, to assist Young Adults with any emergency situations. CONTRACTOR does not have to have weekend hours, but staff should be available for emergency situations afterhours, weekends and holidays.
6. Have staff that speak and understand Spanish available 24-hours a day, seven (7) days a week.
7. Provide translator/interpreter services for Young Adults who speak languages other than English and Spanish or are hearing impaired.
8. Provide a training curriculum for employees working in this program which includes a program orientation that covers complex trauma topics to educate employees about characteristics of emancipated Young Adults.
9. Report staffing changes to DPSS liaison within forty-eight (48) hours of staff change.
10. Notify DPSS liaison of office location changes within two (2) business days.
11. Attend Independent Living Program (ILP) Consortium meetings and provide updates on services available and rendered.
12. Participate in Joint Operation Meetings (JOMs) held between the CONTRACTOR and DPSS. JOMs are usually held quarterly.

E. Required Services

CONTRACTOR shall:

1. Provide scattered-site housing and THP-Plus support services for up to thirty-six (36) cumulative months to seventy (70) Young Adults each month.
2. Provide host family housing and THP-Plus support services for up to thirty-six (36) cumulative months to no more than ten (10) Young Adults each month. A host family slot could be used to fill the need for a scattered-site placement if the host family slot cannot be filled.
3. Serve an average of seventy (70) emancipated Young Adults enrolled per month for a maximum length of three (3) years.
4. Respond to all DPSS intake referrals within ten (10) business days by scheduling a face-to-face interview to complete the application process.
5. Make enrollment decisions based on a thorough review of the referral packet and in-person interview. Some of the factors that affect enrollment decisions includes but is not limited to, age of Young Adult, placement history, work history, health and history of drug/alcohol abuse.
6. Notify Young Adults within two (2) business days of an enrollment decision after the interview and all necessary information is received.
7. Notify a Young Adult that is denied enrollment by a formal letter, give a detailed description on why the applicant was denied, and input the information into ETO. Any denials of Young Adults will require DPSS approval via email. CONTRACTOR shall keep a tracking log of denials and provide this report at the end of the month to the DPSS liaison via email.
8. Provide the Young Adult, upon admission into the THP-Plus, with a Participant Admission Agreement that serves as a contract between the Young Adult and the THP-Plus that outline both program policy and program expectations. The Young Adult will sign this agreement and

receive a copy upon their acceptance into the program.

9. Develop a TILP with each Young Adult to identify their goals within their first thirty (30) days of program acceptance. Copies of the plans shall be provided to the Young Adult and DPSS-Children and Family Evaluation (CAFE). TILP goals shall be entered into ETO and copies of the signed TILPs should be uploaded onto ETO. During case management meetings, Life Coaches shall help Young Adults define steps to achieve their larger goals.
 10. Consult with key stakeholders such as DPSS, ILP Provider, schools, employers, and life-long connections regarding emancipated Young Adult's strengths and needs as they relate to the TILP.
 11. Require the Life Coach to **regularly assess the Young Adult's progress on their goals during case management meetings** and update the TILP every six (6) months thereafter and upon completion of the program. Goal updates shall be entered into ETO and any new signed copies shall be uploaded onto ETO.
 12. Have all Young Adults participating in the program complete the CLSA as part of the intake process along with the TILP after program acceptance. The Young Adult shall also take the CLSA upon completion of the program. Both pre- and post-CLSA responses shall be entered into ETO.
 13. Extend services to Young Adults up to thirty-six (36) cumulative months or until they turn twenty-five (25) years old, whichever occurs first, upon authorization by DPSS liaison via email. Young Adults must meet the eligibility and participation requirements of the THP-Plus and education and employment participation conditions under SB 1252.
 14. Submit criteria information (i.e. exit date, time in program, TILP, and any and all conditions that satisfy participation requirements) regarding requests for service extension to DPSS liaison for review with a minimum of thirty (30) **working days prior to Young Adult's scheduled exit from program** and prior to CONTRACTOR making their determination for extension approval.
- F. Emancipated Young Adult Services – Housing Support
CONTRACTOR shall:
1. Provide scattered-site housing coordination services to emancipated Young Adults.
Scattered-site housing coordination includes:
 - a. Finding/locating housing options for Young Adults.
 - b. Entering into a master lease with private property owners / property managers with sub-leases from CONTRACTOR to the Young Adults. CONTRACTOR will pay the full amount of rent to the property manager and the Young Adults will pay rent directly to the CONTRACTOR. CONTRACTOR will gradually increase the Young Adults rent over the thirty-six (36) month program duration to build the participants ability to pay rent upon completion of the program.
 - c. For non-profit property managers, the lease will be a direct lease with the Young Adults based on their eligibility as low income and the CONTRACTOR listed as a third-party. The CONTRACTOR will pay the full amount of rent to the non-profit property manager and the Young Adults will pay rent directly to the CONTRACTOR. CONTRACTOR will gradually increase the Young Adult's **share of rent over the thirty-six (36) month program duration** to build the participants ability to pay rent upon completion of the program.

2. Provide host family housing coordination services to emancipated Young Adults. Host family housing coordination includes:
 - a. Screening and approval of the host family selected by the Young Adults. Host families will be screened through a screening assessment tool to determine their level of commitment to the program. CONTRACTOR must provide DPSS with a copy of the screening assessment tool for approval.
 - b. Interviewing the host family and completing a home inspection visit to assess the physical safety of the home and to assure that the Young Adult will have some privacy.
 - c. Providing an orientation for Young Adults and the host family to explain the State of California requirements found at: <http://thpplus.org/about-thp-plus/acls-statutes-regulations/>) for the THP-Plus host family program. Items covered in the orientation include but is not limited to: The Roles and Responsibilities of the Host Family/Program Participant, The Host Family Contract, and The Participant Contract.
 - d. Managing a host family contract that is signed by the host family and Young Adults that outlines the expectations of the host family program.
 - e. Inform the DPSS liaison via email within seventy-two (72) hours that the host family has been identified and approved by the CONTRACTOR enabling a Young Adult to move in. CONTRACTOR will also provide host family's address and contact information via ETO.
 - f. Provide trainings and support to the host family and Young Adults to provide more detail of the THP-Plus and to ensure host families have a clear understanding of how the participant's experiences may impact their relationship. Additionally, provide counseling and support to Young Adults to deal with feelings that may arise if a host family declines.
 - g. If a Young Adult does not have a host family selected, the Life Coach will partner with the DPSS liaison and the Young Adult to identify an adult that the participant has a relationship with. Previous foster caregiver, teacher, extended family member, a mentor or a Court Appointed Special Advocate (CASA) may serve as a potential host family for the Young Adult. If a host family is still not identified through these efforts, CONTRACTOR will work with its pool of Resource Families that may be utilized and have experience working with the emancipated Young Adults to provide Host Families.
 - h. Complete Department of Justice (DOJ) background checks for all adults and youth on probation with juvenile records residing with the host family, and review any issues identified by the clearance process prior to moving emancipated Young Adults in with the host family.

G. Emancipated Young Adult Services – Financial Support

1. For the Host Family Model, the CONTRACTOR shall provide the Young Adults with a monthly stipend in the amount of \$407.25 for basic living expenses. The monthly stipend is broken down into categories consisting of \$200 a month for groceries, \$50 a month for transportation, \$100 a month for clothing and personal necessities, and \$57.25 a month for a contingency fund that accrues monthly.
2. For the Scattered-Site Model, the CONTRACTOR shall provide the Young Adults with a monthly stipend in the amount of \$477.25 for basic living expenses. The monthly stipend is broken down into categories consisting of \$70 a month for utilities, \$200 a month for groceries,

\$50 a month for transportation, \$100 a month for clothing and personal necessities, and \$57.25 a month for a contingency fund that accrues monthly.

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

into an interest-bearing FDIC emancipation fund that will be held in escrow. Funds shall be provided to the Young Adult within thirty (30) days upon exit from the program. Funds belong to the Young Adult and will not be used to pay for any debt, damages, or penalties unless previously agreed upon in writing between the Young Adult and CONTRACTOR and then to be collected first from accruing contingency fund and second from savings account. Use of these funds is contingent upon damages being beyond customary wear and tear and unpaid utility bills. Customary wear and tear is defined as standard carpet cleaning and painting of walls.

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

H. THP-Plus Support Services

CONTRACTOR shall:

1. Provide living skills support to all emancipated Young Adults which includes but is not limited to monthly workshops.
2. Provide safety procedures for emancipated Young Adults to ensure a safe living environment. Life Coaches shall conduct an individualized risk screening and individualized safety plan upon placement of the Young Adults in the program.
3. Provide Case management – CONTRACTOR's **Life Coach** shall work with each Young Adult in the home at least once per week 2 to 4 hours and provide the following:
 - a. 24-hour crisis intervention and support - Young Adults will have access to 24-hour on-call services seven (7) days a week.
 - b. Referrals/direct linkage to Mental Health Services, Medical Services, and Therapy/Therapeutic Services.
 - c. Substance abuse prevention.
 - d. Preventative health and safety activities (including smoking avoidance, nutrition education, and pregnancy prevention).
 - e. Group and individual training activities including, information on housing, and household budget management information for utilities, telephone and rent.
 - f. Computer and internet skills.
 - g. Services to build supportive relationships with family and community.
 - h. Alumni Services.

I. Employment and/or Financial Support

CONTRACTOR shall:

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

time in the THP-Plus and work with local social service agencies to schedule trainings on public service benefits for staff members and Young Adults.

4. Provide emancipated Young Adults with job readiness training and support by providing workshops on resumes, applications and interviewing.
5. Provide H.O.P.E. Independent Living Skills program for the job readiness program. The Individual ILP classes will provide basic job-seeking skills, resume writing, application completion and mock interviews.
6. Work with local community-based employment programs such as, Planet Youth – Youth Opportunity Center, that specializes in providing training, support and retention services for the Young Adults.

J. Educational Advocacy and Support

CONTRACTOR shall:

1. Coordinate with Riverside County Office of Education Foster Youth Services (FYS) program to help Young Adults obtain a high school diploma, certificate of General Education Development (GED) or High School Proficiency prior to graduation from the Program.
2. Assess participants' educational status, address participants' concerns and work with the Young Adults to identify goals and next steps towards high school completion.
3. Work closely with local adult schools, community colleges or adult education programs to provide GED curriculum, test preparation and to monitor the Young Adults progress in the program.
4. Provide guidance and support addressing ongoing needs, group counseling when appropriate, educational advocacy, linkage to GED preparation classes and tutoring to help Young Adults achieve their goals.
5. Assist Young Adult in following through with his/her plans, goals, and ambitions. In addition, provide encouragement, motivation, support and additional linkage to academic and vocational supportive services.
6. Assist Young Adults in pursuing college or other post-high school training to better prepare for the future.
7. Assist Young Adults in completing application paperwork before the application deadlines in order to maximize opportunities for enrollment and financial support.
8. Provide college tours and educational seminars for Young Adults with the local Foster Youth Liaisons and Guardian Scholars Programs.
9. Help Young Adults understand the enrollment process and financial aid deadlines, as well housing and meal selections to ensure they have the support to succeed in higher education.

K. Alumni Services and Support

CONTRACTOR shall:

1. Provide transition support services to all emancipated Young Adults which includes aftercare services a minimum of six (6) months to emancipated Young Adults after they exit the THP-Plus.
2. Assist Young Adults at the completion of the THP-Plus in finding or maintaining affordable

housing in safe neighborhoods, shared living/roommate options that costs no more than 30% of the Young Adult's gross income.

3. Document Young Adults who refuse the shared living/roommate option or refuse to move to a location in which rent is less than 30% of their income.
4. Incorporate the TILP transition goals to allow participants to make a successful transition.
5. Turn over the lease of the apartment to Young Adults so they can continue to live in the rental apartment if appropriate at the conclusion of the program.

L. Data Collection

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

M. Leading Indicators

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

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

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

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

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

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

O. Documentation of Services

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

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

P. Geographic Service Areas

CONTRACTOR shall provide THP-Plus services in all areas of Riverside County.

B.2 REPORTING

- A. CONTRACTOR shall satisfy the following THP-Plus record keeping and reporting requirements: CONTRACTOR shall:

1. Maintain a case file for each emancipated Young Adult referred and served.
2. Use data collecting software and the Efforts-to-Outcome (ETO) database, and enter all by the 5th of the month following services, including the MAR report:
 - a. Intake information on all referred emancipated Young Adult including admission and rejection information
 - b. New and updated information such as contact information for Young Adults
 - c. Services provided
 - d. Assessments

- e. Contacts made with emancipated Young Adults
 - f. Time and date of entry and exit of each emancipated Young Adult
 - g. Employment of emancipated Young Adults
 - h. Education-completion of high school diploma or GED, or continuing education, vocational, college, etc.
 - i. Transitional Independent Living Plan (TILP)
 - j. All THP-Plus related forms, including in-care, referrals, after-care
 - k. Other relevant case notes
3. Provide calendar, workshop/event agendas, and items of what will be covered in life skills classes and events by the 28th day of the preceding month to the DPSS liaison via email PDRreports@rivco.org
 4. Report each emancipated Young Adult's unscheduled exit from THP-Plus to DPSS liaison within forty-eight (48) hours of discovery by email and record in ETO.
 5. Provide a formal written report which shall include but is not limited to application status (number of applications reviewed and accepted), outcomes, and all services as outlined in the Agreement, number of scattered/host sites (vacancy and filled slots), activities, and events during the quarterly reporting period at the quarterly JOM.
 6. Provide updated monthly referral tracking log, i.e. Young Adult's name, initial referral date, initial contact date, interview date, decision date, approval/ denial date to DPSS liaison via email: PDRreports@rivco.org
 7. Provide CSD with Monthly Summary Reports by the 20th of the month following services in format requested by DPSS and submitted to CSD-PDR at PDRreports@Rivco.org. An example of the report is attached as Exhibit A and incorporated herein by this reference. The report shall include, but is not limited to:
 - a. CWS/CMS client ID
 - b. Client Name
 - c. Client Birthdate
 - d. Client sex at birth
 - e. Client Ethnicity
 - f. Client Race
 - g. Any Disability
 - h. Date of Program Intake/Registration
 - i. Date of Completion for Program Evaluation Pre-Test
 - j. Date of Completion for Program Evaluation Post-Test
 - k. Date of Discharge or Termination
 - l. Reason for Program Discharge or Termination

ATTACHMENT I

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

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of (the DPSS-0005213 "Underlying Agreement") between the County of Riverside ("County") and Kamali'i Foster Family Agency, Inc. ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

3. Prohibited Uses and Disclosures.

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

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

4. Obligations of County.

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

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

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

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

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

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

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

- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
- C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
- D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
- E. **Ensure compliance with the Security Rule by Contractor's workforce;**
- F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
- G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
- H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - (1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - (2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

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

shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. Hold Harmless/Indemnification.

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

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

11. **Termination.**

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

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

B. **Effect of Termination.**

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

12. **General Provisions.**

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

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

County HIPAA Privacy Officer: HIPAA Privacy Manager

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

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

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

County Departmental Officer: _____

County Departmental Officer Title: _____

County Department Address: _____

County Department Fax Number: _____

County of Riverside BAA 09/2013

ATTACHMENT II
PII Privacy and Security Standards

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
1. All users must be issued a unique user name for accessing PII.
 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 3. Passwords are not to be shared.
 4. Passwords must be at least eight (8) characters.
 5. Passwords must be a non-dictionary word.
 6. Passwords must not be stored in readable format on the computer or server.
 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 8. Passwords must be changed if revealed or compromised.
 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!,@,#, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
1. Data is confidential;
 2. Systems are logged;

3. System use is for business purposes only, by authorized users; and
 4. Users shall log off the system immediately if they do not agree with these requirements.
- K. System Logging.
1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 3. If PII is stored in a database, database logging functionality shall be enabled.
 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission Encryption.
1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

- A. System Security Review.
1. The Contractor must ensure audit control mechanisms are in place.
 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 3. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
 - 1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 - 3. The procedures shall include storing backups offsite.
 - 4. The procedures shall ensure an inventory of backup media.
 - 5. The Contractor shall have established documented procedures to recover PII data.
 - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.
- G. Faxing.
 - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
 - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. Mailing.
 - 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - 2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

DPSS Privacy Officer
Assurance and Review Services
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
privacyincident@rivco.org

ATTACHMENT III
Assurance of Compliance

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

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

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

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

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

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

Nov 7, 2024

Date

Eric Mortensen

Director's Signature

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

CR50-Vendor Assurance of Compliance

31772 Casino Drive, Suite B Lake Elsinore, CA 92530

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: _____
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 B – Transitional Independent Living Plan & Agreement

California Health & Human Services Agency

California Department of Social Services

TRANSITIONAL INDEPENDENT LIVING PLAN & AGREEMENT

Youth: _____ Date of Birth: _____ Age: _____ Ethnicity: _____
 Address: _____
 Phone Number: _____ Text OK?: Email Address: _____

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

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

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

Service goals and activities to be addressed in the plan:

Goals are individualized based on your assessment and may include examples such as:

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

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

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

- I understand that if I am employed as part of this plan, my earned income will be disregarded, as the purpose of my employment is to gain knowledge of needed work skills, habits and responsibilities to maintain employment (WIC 11008.15)
- I understand that withdrawal of the savings shall require the written approval of my probation officer or social worker and shall be directly related to the goal of emancipation. I understand that if I am a Nonminor Dependent (NMD), written approval is not required for withdrawals (WIC 11155.5)
- I understand that I will receive assistance to obtain my personal documents and information about financial aid for postsecondary education/training. (WIC 16001.9)
- I understand that if I am 16 years or older and interested in college, my social worker/probation officer must assist me to identify a postsecondary education support person(s) to help me apply for college, including career and technical education, and financial aid (WIC 16501.1)

California Health & Human Services Agency

California Department of Social Services

Youth: _____ Date of Birth: _____ Age: _____

Case Worker Name: _____ Case Worker Phone: _____

Case Worker Email Address: _____

TILP 6-month timeline: _____ to _____.

Date Independent Living Needs Assessment completed: _____.

Based on the assessment of my level of functioning, the following transitional goals and activities meet my current needs.

I will participate in Independent Living Program (ILP) services to help meet my goals.

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

Comments:

California Health & Human Services Agency

California Department of Social Services

Youth: _____ Date of Birth: _____ Age: _____
Case Worker Name: _____ Case Worker Phone: _____
Case Worker Email Address: _____

Education Rights Holder (Name): _____ Relationship to Youth: _____
Telephone Number: _____ Email Address: _____

Tribal Representative (if applicable) (Name): _____
Relationship to Youth: _____ Telephone Number: _____
Email Address: _____

Postsecondary Education Support Person (at least one person must be listed, if applicable):

Name: _____ Relationship to Youth: _____
Will assist with (check all that apply): college applications financial aid applications
Telephone Number: _____ Email Address: _____

Name: _____ Relationship to Youth: _____
Will assist with (check all that apply): college applications financial aid applications
Telephone Number: _____ Email Address: _____

This Agreement will be updated on: _____ Update #: _____

Signing this agreement means we will all work to complete the steps necessary to help the youth reach their goals.

Youth's Signature

Date

Caregiver's Signature

Date

Social Worker/Probation Officer Signature

Date

Supervisor of Social Worker/Probation Officer Signature

Date

Voter Registration Info:

Secretary of State Voter Registration
www.sos.ca.gov/elections/voter-registration

Secretary of State Voter Information Contact
www.sos.ca.gov/elections/contact/email-elections-division

Secretary of State Voter Hotline
(800) 345-VOTE(8683)

Copies to: Youth
Caregiver
Case File
ILP

Exhibit C – Casey Life-Skills Assessment

Casey Life Skills Assessment

Name _____ Date _____

DAILY LIVING SKILLS

| Are the following statements like me? | | Yes | Mostly yes | Somewhat | Mostly no | No |
|---------------------------------------|---|-----|------------|----------|-----------|----|
| 1 | I know how to create, save, and print documents on a computer. | | | | | |
| 2 | I know how to open an email account and use it. | | | | | |
| 3 | I know how to access information on the internet safely. | | | | | |
| 4 | I can recognize phishing via emails, texts, and other social media platforms. | | | | | |
| 5 | I know the risks of meeting someone in person that I met online. | | | | | |
| 6 | I know the risk of sharing private information (e.g., pictures, credit card, address) with someone I have met online. | | | | | |
| 7 | I think of ways pictures or messages may affect other people before I post them. | | | | | |
| 8 | If someone sent me a message online that made me feel upset or scared, I would know who to reach out to or what to do | | | | | |
| 9 | When I shop, I make a list and compare prices. | | | | | |
| 10 | I know how to make healthy meals with or without using a recipe. | | | | | |
| 11 | I know how to reheat leftover food using a microwave or stove safely. | | | | | |
| 12 | I understand the importance of creating a healthy meal. | | | | | |

| | | | | | | |
|----|---|--|--|--|--|--|
| 13 | I understand how to read food labels to see calories, serving size, fat, sugar, and salt. | | | | | |
| 14 | I understand how to read food labels to see manufactured and expiration dates. | | | | | |
| 15 | I know how to use a washer, dryer and detergent to clean my clothes. | | | | | |
| 16 | I know how to keep my living space tidy and organized. | | | | | |
| 17 | I know the appropriate products to use when cleaning my space. | | | | | |
| 18 | I know how to use a fire extinguisher. | | | | | |

SELF CARE SKILLS

| Are the following statements like me? | | Yes | Mostly yes | Somewhat | Mostly no | No |
|---------------------------------------|--|-----|------------|----------|-----------|----|
| 1 | I know how to practice personal hygiene (e.g., bathing, brushing, flossing). | | | | | |
| 2 | I know how to take care of myself when I am on my menstrual cycle. | | | | | |
| 3 | I know how to take care of minor cuts, burns, and flu-like symptoms. | | | | | |
| 4 | I understand the importance of scheduling regular physical, dental and eye care appointments with my provider. | | | | | |
| 5 | I know how to make my medical and dental appointments. | | | | | |
| 6 | I know when I should go to my primary provider, urgent care, or emergency room. | | | | | |
| 7 | I know how to access telehealth when I need it. | | | | | |

| | | | | | | |
|----|--|--|--|--|--|--|
| 8 | I know how to understand if I am eligible for benefits, such as health insurance, Social Security, Medicaid, Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance program (SNAP), Women, Infants and Child program (WIC), Education and Training Vouchers (ETV), etc. | | | | | |
| 9 | I know how to positively manage my mental health when I am having a difficult day. | | | | | |
| 10 | I know how to step away from situations if they are too stressful or cause me discomfort. | | | | | |
| 11 | I understand when I am having a mental health crisis. | | | | | |
| 12 | I know how to access a mental health professional. | | | | | |
| 13 | I know how to practice safe sex (e.g., using condoms). | | | | | |
| 14 | I know how to prevent getting pregnant or getting someone else pregnant. | | | | | |
| 15 | I know where to get reliable information about safe sex and pregnancy. | | | | | |
| 16 | I know how to protect myself from sexually transmitted diseases (STDs). | | | | | |
| 17 | I understand that if I am sexually active, I should be getting tested for sexually transmitted diseases (STDs). | | | | | |
| 18 | I know who to ask to get access to my family's medical history. | | | | | |

RELATIONSHIP AND COMMUNICATION

| Are the following statements like me? | | Yes | Mostly yes | Somewhat | Mostly no | No |
|---------------------------------------|--|-----|------------|----------|-----------|----|
| 1 | I feel confident speaking up for myself when I need to. | | | | | |
| 2 | I think about my choices and the consequences that come with them. | | | | | |

| | | | | | | |
|----|---|--|--|--|--|--|
| 3 | I can cope with my frustration, hurt and anger without breaking things or retaliating. | | | | | |
| 4 | I know how to behave around friends, peers, and classmates. | | | | | |
| 5 | I know how to behave at work and in other professional settings. | | | | | |
| 6 | I know how to respect people with different beliefs, opinions, and cultures. | | | | | |
| 7 | I am aware of my racial and ethnic identity. | | | | | |
| 8 | I feel comfortable exploring my gender identity and sexual orientation. | | | | | |
| 9 | I have relationships that make me feel valued and worthwhile. | | | | | |
| 10 | I know the importance of obtaining and giving consent in a relationship. | | | | | |
| 11 | I know how to identify if my relationships are free from any emotional, physical, and mental abuse. | | | | | |
| 12 | I have information about family members with whom I could possibly live. | | | | | |
| 13 | I am comfortable showing affection to the people I care about. | | | | | |
| 14 | I am comfortable building new relationships. | | | | | |

HOUSING, MONEY MANAGEMENT AND TRANSPORTATION

| Are the following statements like me? | | Yes | Mostly yes | Somewhat | Mostly no | No |
|---------------------------------------|--|-----|------------|----------|-----------|----|
| 1 | I know how to create a daily living budget. | | | | | |
| 2 | I understand the importance of making payments for my credit card purchases. | | | | | |
| 3 | I know the importance of having a good credit score. | | | | | |
| 4 | I know how to get my credit score. | | | | | |

| | | | | | | |
|----|--|--|--|--|--|--|
| 5 | I know how to manage my bank account. | | | | | |
| 6 | I know the importance of saving money regularly from my paycheck. | | | | | |
| 7 | I understand how to use online banking to keep track of my money. | | | | | |
| 8 | I understand how to safely use online money transfer apps (e.g., PayPal, Venmo) | | | | | |
| 9 | I know the risks of using check cashing or payday loan stores. | | | | | |
| 10 | I know how to look for safe and affordable housing. | | | | | |
| 11 | I know what things to look for before signing a lease to ensure everything is working and is a safe environment. | | | | | |
| 12 | I understand how to plan for moving costs such as deposits, rents, utilities, and furniture. | | | | | |
| 13 | I know how to fill out an apartment rental application. | | | | | |
| 14 | I know where to find resources to help with water, gas and electricity bills. | | | | | |

| | | | | | | |
|----|---|--|--|--|--|--|
| 15 | I understand the importance of having renters or homeowners' insurance. | | | | | |
| 16 | I plan for bills and other expenses that I must pay for regularly each month (e.g., car and/or health insurance, cell phone, eating out, rent, videogames.) | | | | | |
| 17 | I understand that I need a valid driver's license and insurance to drive a car. | | | | | |
| 18 | I know where to go to obtain my driver's license or State ID. | | | | | |
| 19 | I understand that I need to budget for registration, repairs, insurance, and gas if I own a car. | | | | | |
| 20 | I know how to use public transportation (or rideshare services such as Uber/LYFT) to get to where I need to go. | | | | | |

WORK AND STUDY LIFE

| Are the following statements like me? | | Yes | Mostly yes | Somewhat | Mostly no | No |
|---------------------------------------|---|-----|------------|----------|-----------|----|
| 1 | I know how to develop a resume for a job that I am applying for. | | | | | |
| 2 | I know how to fill out an online and paper job application. | | | | | |
| 3 | I know how to prepare and dress for a job interview. | | | | | |
| 4 | I know people who can help me find a job. | | | | | |
| 5 | I know what the information on my paystub or paycheck deposit means. | | | | | |
| 6 | I know who to ask to get documents I need for work (e.g., social security card, birth certificate, state ID, or work permit). | | | | | |
| 7 | I know how to fill out a W-4 payroll exemption form when I get a job. | | | | | |
| 8 | I know what benefits are covered by my employer (e.g., social security, healthcare). | | | | | |
| 9 | I know where I can get help to fill out my taxes. | | | | | |
| 10 | I know what workplace sexual harassment is. | | | | | |
| 11 | I know what workplace discrimination is. | | | | | |
| 12 | I know who to get help from regarding my school's counseling services. | | | | | |
| 13 | I can take feedback and guidance at school and/or work to improve my work. | | | | | |
| 14 | I know how to prepare for course exams and presentations. | | | | | |
| 15 | I know where I can get tutoring or other help with schoolwork. | | | | | |

| | | | | | | |
|----|--|--|--|--|--|--|
| 16 | I understand that I need to take careful steps to review my work before submitting it. | | | | | |
| 17 | I get my work done and turn it in on time. | | | | | |
| 18 | I know how to use a planner, calendar, or phone to plan out and keep track of important dates and assignments. | | | | | |
| 19 | I know my legal rights as a part-time or full-time employee. | | | | | |

CAREER AND EDUCATION PLANNING

| Are the following statements like me? | | Yes | Mostly yes | Somewhat | Mostly no | No |
|---------------------------------------|---|-----|------------|----------|-----------|----|
| 1 | I know where to find work-related internships. | | | | | |
| 2 | I know how to use reliable online platforms to find information about job training opportunities. | | | | | |
| 3 | I know how to use online resources that can help me with filling out a job application. | | | | | |
| 4 | I understand the benefits of doing volunteer work. | | | | | |
| 5 | I know the importance of having a mentor to guide me in a career that I would like. | | | | | |
| 6 | I know how to find an education mentor. | | | | | |
| 7 | I am familiar with the FAFSA application. | | | | | |
| 8 | I have talked about my education plans with an education advisor. | | | | | |
| 9 | I know where to get support to understand my financial obligations for my education loan. | | | | | |

CIVIC ENGAGEMENT

| Are the following statements like me? | | Yes | Mostly yes | Somewhat | Mostly no | No |
|---------------------------------------|---|-----|------------|----------|-----------|----|
| 1 | I belong to a group at school, church, or community. | | | | | |
| 2 | I volunteer in my free time or for a school requirement. | | | | | |
| 3 | I make decisions based on my social, political and or religious beliefs. (e.g., where I buy products, who I support). | | | | | |
| 4 | I work with neighbors or other people to do something positive for the community. | | | | | |
| 5 | I provide support to my neighbors and friends when they need it. | | | | | |
| 6 | I actively participate in advocating for social and political issues that are important. | | | | | |
| 7 | I know how to share my views on news and politics responsibly. | | | | | |
| 8 | I have taken steps to express my opinion to a public official. | | | | | |
| 9 | I am registered or know how to register to vote. | | | | | |
| 10 | I know how to research information to improve my own understanding of a topic. | | | | | |

NAVIGATING THE CHILD WELFARE SYSTEM

| Are the following statements like me? | | Yes | Mostly yes | Somewhat | Mostly no | No |
|---------------------------------------|--|-----|------------|----------|-----------|----|
| 1 | I know my permanency goal (e.g., adoption, guardianship, independence, and return to home) | | | | | |
| 2 | I know how and when I can see my child welfare or juvenile justice records. | | | | | |
| 3 | I know how to contact the State Foster Care Ombudsperson/Inspector General. | | | | | |
| 4 | I know that I have a right to a lawyer while in foster care. | | | | | |

| | | | | | | |
|----|---|--|--|--|--|--|
| 5 | I know how to get notified of my court hearings. | | | | | |
| 6 | I know how to participate in court and share my opinion with my caseworker or probation officer. | | | | | |
| 7 | I understand the legal and professional terms used in court and by my social worker or probation officer. | | | | | |
| 8 | I have shared with a judge what my plans are after I have aged out of foster care. | | | | | |
| 9 | I understand what a Court-appointed special advocate (CASA) or guardian ad litem (GAL) is. | | | | | |
| 10 | I understand if I am eligible for extended foster care in my state after I am 18 years. | | | | | |

LOOKING FORWARD

| Are the following statements like me? | | Yes | Mostly yes | Somewhat | Mostly no | No |
|---------------------------------------|---|-----|------------|----------|-----------|----|
| 1 | I have a positive outlook for my future. | | | | | |
| 2 | I can see myself being successful. | | | | | |
| 3 | I want to use my experience to mentor other youth with similar experiences. | | | | | |
| 4 | I believe I have a support system that will help me succeed. | | | | | |
| 5 | Most days, I feel confident about how my life will turn out. | | | | | |
| 6 | Most days, I feel proud of the way I am living my life. | | | | | |
| 7 | I am excited for the next phase of my life. | | | | | |