

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



ITEM: 3.26
(ID # 27497)

MEETING DATE:
Tuesday, April 15, 2025

FROM : PUBLIC SOCIAL SERVICES

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Ratify and Approve the Professional Services Agreement DPSS-0005319 with The Heart Matters Foster Family Agency for Enhanced Intensive Services Foster Care (E-ISFC) for a total aggregate amount of \$718,432, effective November 12, 2024 through June 30, 2028; All Districts. [Total Aggregate Cost \$718,432; up to \$143,686 in additional compensation –100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Professional Services Agreement DPSS-0005319 with The Heart Matters Foster Family Agency for Enhanced Intensive Services Foster Care (E-ISFC) for a total aggregate amount of \$718,432, effective November 12, 2024 through June 30, 2028; and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance 459 based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) issue a Purchase Order for any goods and/or services rendered, (b) sign amendments that make modifications to the Scope of Services that stay within the intent of the Agreement, and (c) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total aggregate cost of the Agreement.

ACTION:Policy

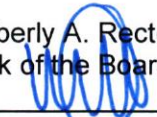

Charity Douglas, DPSS Director

3/31/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 15, 2025
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	\$130,624	\$195,936	\$718,432	\$ 0
NET COUNTY COST	\$0	\$0	\$0	\$ 0
SOURCE OF FUNDS: 100% State Funding			Budget Adjustment: No	
			For Fiscal Year: 24/25-27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This board action requests the ratification and approval of the Professional Services Agreement DPSS-0005319 with The Heart Matters Foster Family Agency (Contractor) to provide Enhanced Intensive Services Foster Care (E-ISFC) to serve foster youth admitted to the Children’s Crisis Continuum Pilot Program (CCCPP). E-ISFC homes are hard to recruit due to the complexity of the program and the high level of care required. The Contractor recruited E-ISFC homes on November 12, 2024, which is the reason for ratification.

California Department of Public Social Services (CDSS) jointly with the State Department of Health Care Services (DHCS) established the Children’s Crisis Continuum Pilot Program according to Assembly Bill 153, Chapter 86. The Children’s Crisis Continuum Pilot (CCCP) Program provides a framework for a highly integrated continuum of care for foster youth with high acuity needs to be modeled across California. The pilot program builds upon a theory of change that involves a provider having the ability to direct the entire continuum of service from the highest levels of care to a family-based setting and having the capacity to provide services throughout the continuum.

The E-ISFC program plays an instrumental role within the Continuum of Care to serve children/youth who require intensive treatment, high level of behavioral support and specialized health care needs.

The County of Riverside and San Bernardino County were jointly awarded grant funding from CDSS to provide services to foster youth who are in crisis according to the Children’s Crisis Continuum Pilot Program’s guidelines. On May 21, 2024, Agenda Item #3.32, the Board of Supervisors approved a grant award and authorized the Director of DPSS to sign Standard Agreement #ALLOC-23-0005.

On January 14, 2025, Agenda Item #3.32, the Board of Supervisors approved a Memorandum of Agreement between Riverside and San Bernardino Counties to outline the responsibilities and requirements to administer the Pilot Program.

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

Riverside County, as the lead agency for the CCCPP, is contracting with the Contractor on behalf of Riverside and San Bernardino Counties, to provide the E-ISFC beds exclusively to foster children admitted to the Children's Crisis Continuum Pilot Program.

Impact on Residents and Businesses

Many foster youth require an intricate level of acute care that may be difficult to meet in a standard family-based setting. A goal of the E-ISFC is to develop family-based placements that can care for youth acute needs through an individualized, highly supervised program that leads to positive outcomes for children, youth and families.

Additional Fiscal Information

The total annual payments to Contractor shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
November 12, 2024 through June 30, 2025	\$130,624
July 1, 2025 through June 30, 2026	\$195,936
July 1, 2026 through June 30, 2027	\$195,936
July 1, 2027 through June 30, 2028	\$195,936
Total Aggregate Amount	\$718,432

Services were budgeted through the Countywide budget process, therefore, no budget adjustment is needed. Depending on the availability of funding, DPSS may provide additional funds for future fiscal years.

Contract History and Price Reasonableness

The Heart Matters Foster Family Agency was chosen by DPSS in accordance with Ordinance 459, Section 7, Category 2, Exception, subsection C, to provide E-ISFC services without competitive bidding due to the nature of the services and limited-service resources. This was done to find providers who meet the requirements of the Children's Crisis Continuum Pilot Program by offering E-ISFC services to foster children admitted to the Program, who have complex needs and require a higher level of care.

The Heart Matters Foster Family Agency has extensive experience in the foster care system and will strive to ensure the successful implementation of the Enhanced Intensive Services Foster Care Program for children/youth under the Children Crisis Continuum Pilot Program.

ATTACHMENT:

ATTACHMENT A: DPSS-0005319 E-ISFC Agreement-The Heart Matters Foster Family Agency

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

Meghan Hahn
Meghan Hahn, Director of Procurement 4/3/2025

Brianra Lontajo
Brianra Lontajo, Principal Management Analyst 4/8/2025

Gregg Gu
Gregg Gu, Chief Deputy County Counsel 4/7/2025

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

and

The Heart Matters Foster Family Agency
Enhanced Intensive Services Foster Care (E-ISFC)
Children's Crisis Continuum Pilot Program
DPSS-0005319



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

List of Exhibits

Exhibit A – Riverside County Provider Needs and Services Plan/Quarterly Progress Report

Exhibit B – Visitation Plan Evaluation form (DPSS Form 3300)

Exhibit C – Youth/Non-Minor Dependents (NMD) Clothing Requirements form

Exhibit D – Verification of Dependents Medical and Dental Examinations form (DPSS Form CSD 2004)

This Ratification and Agreement is made and entered into by and between The Heart Matters Foster Family Agency, a non-profit corporation in the state of California (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 acknowledge and agree that the CONTRACTOR began rendering services to COUNTY on November 12, 2024 and were accepted by COUNTY without a written services agreement. All actions taken by both the CONTRACTOR and COUNTY prior to the date hereof are hereby confirmed and ratified by way of execution of this Agreement.

The Parties agree as follows:

1. DEFINITIONS

- A. "CCCPP" refers to the Children's Crisis Continuum Pilot Program.
- B. "Certified Family Home(s)" refers to a family residence certified by a licensed Foster Family Agency and issued a certificate of approval by that agency as meeting licensing standards, and used only by that Foster Family Agency for placements.
- C. Child and Family Team (CFT): A group that forms to meet the needs of an eligible child through whatever means possible. In order to ensure family voice, choice, and ownership of the Individualized Service Plan, every effort shall be made to ensure family members and family representatives constitute a minimum of fifty percent of the Child & Family Team. The team is comprised of the child welfare worker, the youth and family, services providers, and any other members as necessary and appropriate.
- D. "CONTRACTOR" refers to The Heart Matters Foster Family Agency including its employees, agents, and representatives.
- E. "Corrective Action Plan" or "CAP" refers to a document that serves as the CONTRACTOR's commitment to remedy deficiencies in response to findings uncovered during investigations, monitoring visits, and/or audits.
- F. "COUNTY" refers to the County of Riverside.
- G. "CSD" refers to the Children's Services Division of Riverside County.
- H. "DPSS" refers to County of Riverside's Department of Public Social Services, which has administrative responsibility for this Agreement.
- I. "E-ISFC" refers to Enhanced Intensive Service Foster Care. A program intended to serve children/youth who require intensive treatment, high level behavioral support and specialized health care needs.
- J. "Foster Family Agency" and/or "FFA" refers to any organization engaged in the recruiting, certifying, and training of, and providing professional support to, certified parent(s), or in finding homes for placement of children for temporary or permanent care who require that level of care as an alternative to a Group Home in compliance with Title 22, Division 6, Chapters 1 and 8.8, including the most current Interim Standards.

- K. "Hold Status" refers to the status of CONTRACTOR when there is a suspension of referrals of children to the CONTRACTOR in accordance with DPSS internal protocol. CONTRACTOR may be placed on temporary or permanent Hold Status at any time during investigations, monitoring visits, and/or audits.
- L. "IMC" refers to the Innovative Model of Care rate, which is a specialized payment rate used to support foster children and Non-Minor Dependents (NMDs) with complex needs that cannot be adequately addressed by standard foster care programs
- M. Inland Empire Collaborative (IEC) - A partnership between Riverside and San Bernardino Counties to support the Children's Crisis Continuum Pilot Program to serve children residing at both counties.
- N. Intensive Transition Planning (ITP) team: This team consists of 3 behavioral health staff who shall be integral in ensuring coordination of services with the contracted providers throughout the duration of the pilot
- O. Mutli-Disciplinary Team (MDT): means a team of three or more people who are trained in the prevention, identification, management, or treatment of child abuse or neglect cases and who are qualified to provide a broad range of services related to child abuse or neglect pursuant to Welfare and Institutions Code section 18951(d).
- P. "Needs and Services Plan" refers to a comprehensive, individualized, time-limited, goal oriented written plan that identifies the specific needs of an individual child including, but not limited to, those items specified in Title 22, and delineates the services necessary to meet the child's identified needs. A sample **Riverside County Provider Needs and Services Plan/Quarterly Progress Report** is attached hereto and incorporated herein as **Exhibit A**.
- Q. "No Reject/No Eject Policy" means any children who are in need of placement and services shall not be denied access to or discharged from that placement or service based on the severity of complexity of the child/youth's behavior, including but not limited to, verbal and physical aggression, absence with leave (AWOL), substance abuse, violent behavior towards other children or caregivers, special health care needs, autism, destructive to property or harm to self.
- R. Pilot Admissions Team (PAT): This team shall receive and review referrals from the placing agency and determine eligibility to the Children's Crisis Continuum Pilot Program.
- S. "Placement Agency" refers to facility or agency providing the care and services for Placed Children, and includes DPSS, the FFA, GH/STRTP, or ISFC.
- T. "Quarterly Progress Report" refers to a report provided by the CONTRACTOR that notes each child's progress and milestones achieved for the ninety (90) day period being reported. A sample report is attached hereto and incorporated herein as **Exhibit A**.
- U. "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.
- V. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another Subcontractor.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I PII Privacy and Security Standards, and Attachment II Assurance of Compliance.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective November 12, 2024 (hereinafter "Effective Date") and continue through June 30, 2028, 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 the rates set forth in **Schedule A (Payment Provisions)**, which is attached hereto. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION

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

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

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

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

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

- D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- E. CONTRACTOR's rights under this Agreement shall immediately 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, including all insurance requirements. In such an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

8. TRANSITION PERIOD

CONTRACTOR recognizes that the services under this Agreement are vital to COUNTY and must be continued without interruption and that, upon expiration, COUNTY, or another contractor, may continue the services outlined herein. CONTRACTOR agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition of clients or services to a successor.

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

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

10. CONDUCT OF CONTRACTOR/CONFLICT OF INTEREST

- A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or Subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. CONTRACTOR shall not, under any circumstances which could be perceived as an attempt to influence the recipient in the conduct 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. CONTRACTOR shall maintain and retain records received on each Child as required by California Code of Regulations, Title 22, Division 6, Chapter 8.8, including Sections 88070 and 88070.1, and the relevant provisions in this Agreement. Such records include, but are not limited to, placement and termination documents, medical and dental records, court orders allowing medication, Children's financial records (clothing, allowances, earnings, and medical expenses, etc.), evaluations, social worker notes and reports, childcare and other related documentation. The information in the Child's record, maintained at CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who need access to the information to perform their duties, such as Needs and Services planning.
- B. CONTRACTOR shall maintain and retain records on each Resource Family Home and Parent as required by California Code of Regulations, Title 22, Division 6, Chapter 8.8, including Sections 88066, 88066.1, 88069.7, and 88069.8. Such records include, but are not limited to, fingerprint clearances, Child Abuse Index clearances, CONTRACTOR's Certificate of Approval, and CONTRACTOR's admission agreements for each Child.
- C. 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.
- D. 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. All records under this Agreement shall be kept and maintained at a location in Riverside or a contiguous California County, or, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations, including the provisions of CDSS Manual, Section 23-353.
- E. 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.
- F. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant 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.
- G. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to

assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

12. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the privacy and confidentiality of all information and records received under this Agreement pursuant to Welfare and Institutions Code sections 827, 5328-5330, and 10850-10853, and all other provisions of law and regulations promulgated thereunder relating to privacy and confidentiality, including Juvenile Court orders and COUNTY policies. All Children's information and records are confidential and shall be kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Agreement. CONTRACTOR shall not use such information for any purpose not required to carry out CONTRACTOR's obligations under this Agreement.
- 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. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign an agreement with CONTRACTOR before commencing services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Agreement. CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.
- C. CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement of this provision and that any person violating California law with respect to confidentiality of juvenile records may be found guilty of a crime.
- 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 expressly permitted by this Agreement or as authorized in writing in advance by COUNTY.
- E. Notwithstanding the above, the Juvenile Court has exclusive jurisdiction over juvenile records, documents, and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with Welfare and Institutions Code section 827, California Rules of Court Rule 5.552, all applicable statutes, caselaw and Riverside County Juvenile Court rules regarding access and confidentiality. No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized by law or written approval of a Judge of the Juvenile Court. CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

To the extent CONTRACTOR, or any of its employees, affiliates, or subcontractors, is a "covered entity" under the federal 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 that CONTRACTOR or any of its employees, affiliates, or

subcontractors may release "protected health information," as that term is defined by HIPAA, to DPSS, without a signed authorization, for the purpose of coordinating or managing the care of Children.

14. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and CONTRACTOR may collect PII for such purposes, to the extent such activities are authorized by law.
- B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et seq., and 45 CFR 205.50 et seq., or as required by law. Disclosures which are required by law, such as a court order, 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 hereto and incorporated herein as **Attachment I**. When applicable, CONTRACTOR shall incorporate the relevant provisions of **Attachment I** 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 CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retentions unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the Parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.

H. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.

I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

17. WORKER'S COMPENSATION

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

18. VEHICLE LIABILITY

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

19. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$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 claim made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1, 2, or 3 will continue for a period of five (5) years beyond the termination of this Agreement.

21. CYBER LIABILITY

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

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

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

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; COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

25. LICENSES AND PERMITS

As applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, COUNTY, and 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 licenses, permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement, as stipulated in the most current version of the California Department of Social Services Interim Licensing Standards; California Code of Regulations Title 22, Division 6, Chapter 1 General Licensing Requirements and Chapter 8.8 Foster Family Agencies, Articles 9, and Subchapter 1; and all other regulatory statutes as required by law.

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 (3) 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

- A. 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. The CONTRACTOR shall check for communication regarding regulations and legislation at least one (1) time monthly, on web resources including, but not limited to, the following:

- (1) <https://www.cdss.ca.gov/inforesources/letters-and-notice>
- (2) <https://www.cdss.ca.gov/inforesources/letters-regulations/legislation-and-regulations/foster-care-regulations>
- (3) <https://www.cdss.ca.gov/inforesources/childrens-residential/resources-for-providers/laws-and-regulations>
- (4) <https://www.cdss.ca.gov/inforesources/childrens-residential>
- (5) <https://www.acf.hhs.gov/cb/laws-policies>
- (6) <https://www.cdss.ca.gov/inforesources/community-care/policy/information-releases>

B. CONTRACTOR shall also comply with any additional requirements communicated from COUNTY as a result of any regulatory revision or requirement updates as provided by California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing authorities.

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

Also, as a "mandated reporter", CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement receive training in the identification and reporting of domestic violence, child abuse or neglect, and/or dependent adult/elder abuse or fraud. The training must comply with the applicable Penal Code & Welfare Institutions Code sections.

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; and if applicable, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
- E. Employment Development Department reporting requirements: CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting 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 (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, violation of federal or state anti-trust status, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or
 - (4) Has within a three (3) 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.
- C. 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 form entitled, "**Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs**," attached hereto and incorporated herein as **Attachment II**. CONTRACTOR will sign and date **Attachment II** and return it to COUNTY along with the executed Agreement. CONTRACTOR shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

B. Client Complaints

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

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

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Assurance and Review Services
Riverside County Department of Public Social Services
10281 Kidd St.
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
Operatingservicescontractpayments@rivco.org

CONTRACTOR:

The Heart Matters Foster Family Agency
21935 Van Buren Street, Suite A
Grand Terrace, CA 92313

CONTRACTOR "Remit To" Address:

The Heart Matters Foster Family Agency
21935 Van Buren Street, Suite A
Grand Terrace, CA 92313

42. HOLD STATUS AND/OR CORRECTIVE ACTION PLAN

The COUNTY may place CONTRACTOR on Hold Status and/or provide a Corrective Action Plan when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize Children; there has been a serious event or identified risk involving

abuse or neglect; or there has been noncompliance with a significant fiscal/programmatic requirement of the Agreement.

A. Hold Status

COUNTY retains the right to temporarily or permanently suspend referrals of children to CONTRACTOR by placing the CONTRACTOR on Hold Status at any time during investigations, auditing, or monitoring if there is a reasonable belief that the CONTRACTOR or any of its Certified Family Homes have engaged in conduct which may jeopardize Children; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of this Agreement for which the CONTRACTOR failed to take corrective action (when appropriate).

B. Corrective Action Plan (CAP)

COUNTY shall provide written notice to the CONTRACTOR describing the deficiencies requiring correction. The CONTRACTOR shall provide evidence of deficiency correction according to guidelines set forth by COUNTY within the Corrective Action Plan. At the sole discretion of DPSS, failure to correct deficiencies may result in cessation of any current or future placements with the CONTRACTOR and/or Certified Family Home.

CONTRACTOR understands and agrees that continued deficiencies and/or failure to comply with the terms and conditions of this Agreement may lead to the cessation of placements with some of CONTRACTOR's Certified Family Homes, and/or removal of CONTRACTOR from COUNTY's approved Foster Family Agency list, resulting in no future placements from COUNTY.

43. 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.

44. ELECTRONIC SIGNATURES

Each party of this MOU 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 MOU. 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.

45. 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 year shall be submitted no later than April 1 to be effective the following fiscal year.

46. 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}

Authorized Signature for CONTRACTOR The Heart Matters Foster Family Agency <i>Carrie Mathews</i>	Authorized Signature for COUNTY <i>V. Manuel Perez</i>
Printed Name of Person Signing: Carrie Mathews	Printed Name of Person Signing: V. Manuel Perez
Title: Administrator	Title: Chairman of the Board
Date Signed: <i>3/24/25</i>	Date Signed: 04/15/2025

Approval as to Form
Minh Tran
County Counsel

Katherine Wilkins
Katherine Wilkins, Deputy County Counsel

Date Signed: 04/07/2025

ATTEST:
KIMBERLY A. RECTOR,
Riverside County Clerk of the Board

By: *Whitney Mayo*
DEPUTY



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
November 12, 2024 through June 30, 2025	\$130,624
July 1, 2025 through June 30, 2026	\$195,936
July 1, 2026 through June 30, 2027	\$195,936
July 1, 2027 through June 30, 2028	\$195,936
Total	\$718,432

A.2 UNIT OF SERVICE

- a. Compensation through this Agreement is exclusively for unoccupied beds. If a bed becomes occupied during the calendar month, CONTRACTOR shall be paid a pro-rated daily rate for the number of days the bed was available and unoccupied. CONTRACTOR shall reserve two (2) Enhanced ISFC beds exclusively for the use of Children’s Crisis Continuum Pilot Program and shall be paid based on the following calculations for each one (1) available unoccupied bed per home per month. The daily rate shall be calculated by dividing the E-ISFC IMC rate \$16,328 by the number of days in the applicable calendar month. Once a youth is placed in the home, the home will receive the Level of Care (LOC) appropriate rate from the State Foster Care funding. The rate shall be inclusive of all services outlined in Schedule B, Scope of Services.

GUARANTEED # OF E-ISFC BEDS	UNIT OF SERVICE	MONTHLY TOTAL
02	\$16,328	\$32,656

UNIT OF SERVICE	BILLING COST PER UNIT OF SERVICE
A unit is defined as one (1) emergency placement bed designated and available for Inland Empire Collaborative (IEC) E-ISFC Emergency Placement for one (1) calendar month.	\$16,328*
	<i>*Any bed that becomes occupied during the calendar month, the unit shall be prorated using a daily rate based on the following methodology: Days of the calendar month/total unit cost.</i>

- b. CONTRACTOR shall not be reimbursed for unoccupied bed if/when E-ISFC referral placement is refused without IEC consultation and agreement.

- c. CONTRACTOR shall have no more than one (1) E-ISFC reserved placement in one (1) home unless placements are sibling sets and prior authorization has been provided by CSD IEC management.
- d. CONTRACTOR shall ensure that beds identified for E-ISFC reserved placement are separate and apart from other alternate Emergency beds contracts and shall not duplicate billing.

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. CONTRACTOR shall be paid the actual amount of each approved monthly invoice for payment that is accompanied by the **Daily Occupancy Log Sheet**, attached hereto and incorporated herein as **Attachment III**. The CONTRACTOR must clearly designate whether each bed was unoccupied and when it became occupied. Payment may be delayed if required supporting documentation is not provided or the other requirements are not met.
- 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 (**Contractor Payment Request**), and 2076B (**Contractor Expenditure Report**), attached hereto and incorporated herein as **Attachment IV**.
- d. CONTRACTOR invoice estimates for May and June are due no later than the first Friday in June. Actual CONTRACTOR invoices for May and June are due no later than July 30.
- e. DPSS shall pay the CONTRACTOR, in arrears, the rate of reimbursement established by the State of California, for each child receiving services during the preceding calendar month. Payments shall accrue from the date child is placed, and terminate the day prior to discharge. Reimbursement is contingent upon the CONTRACTOR maintaining an appropriate license in good standing.
- f. In order to receive payment each month, CONTRACTOR shall establish a user account(s) on the Foster Care Provider Portal (FCPP) website by emailing FCMonthlyReports@rivco.org. The Contractor shall complete and submit a report (DPSS 4306) of the previous month's placement activity on the FCPP website, located at <https://fcpp.riversidedpss.org/Account/Login?ReturnUrl=%2FPages%2F>. The report is due on or before the 4th day of the month. Should the 4th day of the month fall on a Sunday or holiday, the report is due the following day. Questions should be directed to Foster Care at (951) 358-4931. Questions regarding payments should be directed to the dependent's assigned Foster Care Eligibility Technician, or a payment inquiry may be submitted via the FCPP website.
- g. CONTRACTOR shall be liable to repay DPSS for all overpayments to which it is not entitled in accordance with CDSS Manual Eligibility and Assistance Standards (EAS) Chapter 45-300: AFDC-FC Payee, Payment and Delivery. An overpayment Demand Letter shall be issued to the CONTRACTOR for each rate reimbursement the CONTRACTOR has been overpaid. In the event the CONTRACTOR is non-responsive to the Demand Letter or become delinquent in making the agreed upon payments, DPSS shall reserve the right to take the necessary

actions to recopy the overpayment, including, but not limited to: placing the CONTRACTOR on Hold Status, removing the facility from COUNTY's approved Agency list, which will result in no future placement from COUNTY; and/or pursuing legal action.

- d. CONTRACTOR shall be liable for expenses incurred that are not in compliance with the laws and regulations governing the foster care programs under Federal Office of Management and Budget (OMB) Circular A-122 (Cost Principles for Non-Profit Organizations).
- e. CONTRACTOR shall maintain a record of each payment received for each placed dependent upon receipt of payment from COUNTY.
- f. CONTRACTOR shall ensure that an independent fiscal audit is done annually. In the event that an audit is conducted by a Federal or State Auditor, an auditor employed by the CONTRACTOR, or otherwise, CONTRACTOR shall immediately provide a copy of the audit to COUNTY.

A.4 FINANCIAL RESOURCES

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

A.5 DISALLOWANCE

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

**Schedule B
Scope of Services****B.1 PROGRAM DESCRIPTION**

The Children's Crisis Continuum Pilot (CCCP) Program provides a framework for a highly integrated continuum of care for foster youth with high acuity needs to be modeled across California. The pilot program builds upon a theory of change that involves a provider having the ability to direct the entire continuum of service from the highest levels of care to a family-based setting and having the capacity to provide services throughout the continuum, in accordance with WIC Division 9, Part 4, Chapter 6, Section 16553.

The purpose of the Children's Crisis Continuum is to fully integrate the system of care for foster youth enabling a seamless transition between service settings and to provide stabilization and treatment to foster youth with high acuity needs within the least restrictive setting possible.

The E-ISFC program plays an instrumental role within this Continuum of Care to serve children who require intensive treatment, high level of behavioral support and specialized health care needs.

Riverside County, as the lead agency for this Continuum of Care, is contracting with the provider on behalf of the IEC to provide the number of E-ISFC beds according to this Agreement which shall constitute an integral part of the CCCP managed by the IEC.

B.2 TARGET POPULATION

- 1) Children, who reside in both Riverside and San Bernardino Counties, between the ages of newborn to age eighteen (18) who are admitted to the Children's Crisis Continuum Pilot Program.
- 2) Children, who reside in both Riverside and San Bernardino Counties, experiencing a mental health crisis in need of highly individualized stabilization services in a home-like setting and specialized therapeutic services.
- 3) Children, who reside in both Riverside and San Bernardino Counties, who are in need of support to step down to less restrictive placements from an acute treatment setting.

B.3 PILOT ADMISSION TEAM (PAT) RESPONSIBILITIES

- 1) Designate a liaison as a single-point-of-contact for E-ISFC related placements.
- 2) Assign children between the ages of newborn to age eighteen (18) to the CONTRACTOR for E-ISFC Temporary Emergency Placement on an as needed basis.
- 3) Provide the CONTRACTOR with as much complete and accurate information, as is available to IEC, and include the placement packet for each child.

- a. At minimum, the Pilot Admission Team (PAT) shall provide the CONTRACTOR with information regarding any known behavioral health issues, dangerous behaviors, including but not limited to, sexual perpetration and violent conduct and/or current terms of probation, placement screening form, court minute order containing medical/dental/psychological and placement authorizations, case plan, visitation plan (who, limits, etc.) and placement agreement within two (2) business days from the placement start date.

B.4 CONTRACTOR's RESPONSIBILITIES

CONTRACTOR shall:

- 1) Assign Staff to be liaison between CONTRACTOR and PAT.
- 2) Reserve two (2) E-ISFC fully licensed beds exclusively for IEC placement for CCCPP clients in CONTRACTOR's Approved Resource Family Homes for children who may:
 - a. Require a higher level of care and supervision as determined by the Level of Care Rate Determination Protocol.
 - b. Are emotionally disturbed.
 - c. Have a history of chronic hospitalization at psychiatric hospitals.
 - d. Are currently taking or maybe required to take psychotropic medication.
 - e. Are with or without permanent family connections.
 - f. Be on probation, have a history of AWOL or an Individualized Education Plan (IEP).
- 3) Accept children between ages 0 and eighteen (18) for E-ISFC placements twenty-four (24) hours a day, seven (7) days a week at No Reject/No Eject approach for high-risk youth with substance abuse issue, violent tendencies, and other severe and complex behavior issues.
- 4) Provide the necessary core services and support of E-ISFC, including but not limited to:
 - a. Access to mental health treatment
 - b. Trauma informed care
 - c. Transitional support and prepare the child/youth for permanent placement in collaboration with the Resource Family Parents.
- 5) Have no more than one (1) bed per home specifically designated for E-ISFC placements unless placements are sibling sets.
- 6) Respond to the Pilot Admission Team (PAT) within one (1) hour of initial phone call requesting placement of an E-ISFC child/youth.

- 7) Be available to receive and place a child/youth within two (2) hours of receipt of call from PAT.
- 8) Require Resource Parents to provide a minimum of two (2) weeks' notice when going on vacation.
- 9) Accept emergency placement for a minimum of one (1) day to a maximum of six (06) months depending on the progress and stability of each child/youth. A placement extension is subject to PAT approval, and must be approved to in writing.
- 10) Recruit, select and train E-ISFC Resource Parents in accordance with WIC Division 9, Part 6, Chapter 6.3, Section 18360 – 18360.35. Provide proof, to IEC upon request, that the E-ISFC Resource Family Parents have completed a minimum of forty (40) hours of preplacement training prior to the placement of an eligible child.
- 11) Provide proof that E-ISFC Resource Parents have completed at least twenty-four (24) hours of ongoing training within twelve (12) months prior to placement of eligible child, and twelve (12) hours per year thereafter.
- 12) Ensure that children are NOT moved from one Certified Family Home to another within the Foster Family Agency without prior approval from Intensive Transition Planning Team (ITP). All placement moves must be processed and approved by the ITP to be considered authorized.
- 13) Confer with ITP a minimum of once a week regarding the progress of the Child/Youth.
- 14) A child shall not be removed or terminated from placement without IEC approval. Disruption or non-cooperation in the program is not sufficient reason for the CONTRACTOR to request a change in placement.
- 15) Participate in Joint Operational Meetings (JOMS) quarterly and/or trainings deemed appropriate by the COUNTY to ensure efficient operation and effective communication.

B.5 CONTRACTOR'S PROGRAM REQUIREMENTS

- 1) Comply with and certify that all administrative responsibilities and client service are provided as mandated by the Riverside and San Bernardino Counties and/or as outlined in the most current version of CDSS Community Care Licensing Division regulations, Title 22, Division 6, Chapter 1, General Licensing Requirements; Title 22, Division 6, Chapter 8.8, Foster Family Agencies Interim Licensing Standards; Welfare Institutions Code, Division 9, Part 6, Chapter 6.3, 18360 – 18360.35; Welfare and Institutions Code, Division 9, Chapter 4, Part 5.5, Sections 17730 – 17739; Health and Safety Code (HSC) Section 1517; CDSS RFA Written Directives; and any updated policy and regulations as communicated through the State of California. Any amendments to current guidance or regulations applicable to the ISFC and/or CRU program communicated through laws and statutes shall be incorporated in this Agreement by reference and an amendment shall not be required.
- 2) Prior to placement, ensure all placement homes have current Comprehensive Assessments, including but not limited to the required background checks, as stipulated in the most current version of the Foster Family Agency Interim Licensing Standards.

- 3) Attend and participate in MDT, CFTM or, provider meetings to stabilize a youth's placement and to determine with the Intensive Transition Planning (ITP) team whether any additional services may be provided to the youth without resorting to removing the youth from their current placement. Attendance may include phone or ITP approved video telecommunication options.
- 4) Maintain a current photo of each Child/Youth in the case file. A copy of the photo should be attached to the corresponding Needs and Services Plan identifying the specific needs and services of the child.
- 5) Facilitate services ensuring the Children's physical, dental, vision and mental health needs are met.
- 6) Facilitate receipt of services by providing transportation to Children to and from school of origin, court, educational, medical, dental, therapeutic, job training, employment, extracurricular, recreational, family visitation, adoption-related, teen clubs, and ILP-related activities and appointments in accordance with the Needs and Services Plan identifying the specific needs and services of the child. Report to case carrying Social Worker at DPSS within twenty-four (24) hours if ~~Placed~~ Child refuses transportation.
- 7) Ensure Children are transported in properly insured vehicles, in safe operating condition, suitable for the number of children in the Certified Resource Home, by a driver complying with all applicable federal and state laws and regulations.
- 8) Supervise and facilitate visits with parents and/or siblings of Children as directed IEC.
- 9) Complete and submit the **Visitation Plan Evaluation Form** (DPSS Form 3300), attached hereto and incorporated herein as **Exhibit B**, to the assigned DPSS social worker within seventy-two (72) hours of the visit. Any subsequent amendments to the Visitation Plan Evaluation Form issued by DPSS shall be utilized and shall automatically serve as **Exhibit B** to this Agreement.
- 10) Allow and facilitate (including transportation if appropriate) the Children to be free to attend religious services or activities of their choice and to receive visits from spiritual advisors of their choice. This includes the Child's right not to attend religious services of any kind.
- 11) Provide basic personal care items upon receipt of emergency placement child, including but not limited to: shampoo/conditioner, toothbrush, toothpaste, deodorant, soap and brush/comb
- 12) Provide each Child with appropriate clothing required by DPSS and/or CCL. The DPSS clothing inventory is attached hereto and incorporated herein as Exhibit C (Youth/Non-Minor Dependent (NMD) Clothing Requirements). Any subsequent amendments to the Youth/Non-Minor Dependent (NMD) Clothing Requirements form issued by DPSS shall be utilized and shall automatically serve as Exhibit C to the Agreement.
- 13) Complete a clothing and personal property inventory for each Child quarterly, if applicable. Verify for fit, condition, need for replenishment and repair. No used underwear or shoes are allowed. No community hygiene supplies are allowed. The clothing inventory for each Child shall be signed by the Child for whom the clothing was purchased and maintained in the Child's individual client files. An initial clothing inventory shall be due as part of the Needs and Services plan identifying the specific needs and services of the Child to be completed on the first day of placement.

Forward all documentation (i.e., receipts, clothing, tags, or other relevant records) for all clothing purchases for each Child to DPSS upon request.

- 14) Enroll all children in school immediately upon placement. In collaboration with IEC, CONTRACTOR shall maintain enrollment in the school of origin. Any exceptions shall require IEC approval. The provider shall notify IEC immediately (within three (3) days upon placement) if problems arise preventing compliance with the enrollment timeline. Provide the number of children enrolled in schools in the monthly report.
- 15) In the event a child/youth is removed from placement, the CONTRACTOR shall ensure that the child's clothing, personal belongings (including any medications, if applicable), and money accompany the child to the next placement.
- 16) In the event a Child becomes Absent Without Leave (AWOL), the CONTRACTOR shall send all the child's belongings to DPSS in a container or tote bag (plastic bags are unacceptable). Each container should be labeled with the following information: Child's name, date of birth, case number, name of FFA, last day present prior to AWOL and listing of contents. If an AWOL child has no belongings, the CONTRACTOR shall provide a written explanation to DPSS as to why there are no belongings.
- 17) If a child is hospitalized and/or AWOL during emergency placement, the CONTRACTOR shall hold the bed as requested by IEC. CONTRACTOR shall be reimbursed the prorated Static Criteria Daily Rate for the duration of the bed hold. Upon release from hospital care/return from AWOL, the child shall return to original placement bed, unless otherwise approved by IEC.
- 18) If the COUNTY has identified the child's permanent family in the Needs and Services Plan identifying the specific needs and services of the child, the CONTRACTOR shall ensure that therapy services, as identified in the Needs and Services Plan are provided to the permanent family, if they are willing to participate. If the permanent family is unwilling to participate, this shall be documented in the case file and the IEC shall be notified.

B.6 STAFFING REQUIREMENTS:

- 1) Comply with most current version of the Interim Licensing Standards (ILS) regarding staff, supervision and caseloads; and
- 2) Provide bilingual professional staff or qualified interpreters as needed and as feasible, based on screening process.

B.7 REPORTING

1) Quarterly Progress Report

Quarterly Progress Reports are due to the dependent's case carrying Social Service Practitioner (SSP) no later than fifteen (15) days following the end of each three-month period (Quarter) in which the dependent was placed with the CONTRACTOR.

Use the most current version of the Riverside County Provider Needs and Services Plan/Quarterly Progress Report attached hereto as **Exhibit A**. Any subsequent amendments to the Riverside County Provider Needs and Services Plan/Quarterly Progress Report issued by DPSS shall be utilized for reporting purposes and shall automatically serve as **Exhibit A** to this Agreement